

# Firm Registration Form

## Equity Release and Mortgage products

This registration form should be completed by firms who are authorised and regulated by the Financial Conduct Authority (FCA).

It is for advisers who wish to recommend our mortgage products, including Lifetime Mortgages.

**All sections of this form are mandatory.**

### **1** Firm details

Name of firm (FCA authorised name)	
Trading name (if different)	
Registered address (as it appears on the FCA register)	
Companies House register address (if different)	
Correspondence address (if different)	
Telephone number	
Firm email address	

## 1 Firm details (continued)

Has the firm been declined terms of business with any other company/provider?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have there been any legal judgments made against the firm?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has the firm been subject to any investigations, restrictions, penalties, disciplinary proceedings or enforcement action by any regulatory body (including but not limited to suspension from carrying out regulated activities, fines, prohibitions or otherwise)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have any of the current directors of the firm previously been subject to investigations, restrictions, disciplinary proceedings or enforcement action by any regulatory body (including but not limited to suspension from carrying out regulated activities, fines or otherwise)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have any of the current directors of the firm previously worked for or owned a firm or business that has been subject to investigations, restrictions, penalties, disciplinary proceedings or enforcement action by any regulatory body (including but not limited to suspension from carrying out regulated activities, fines or otherwise)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If 'yes' to any of the above please provide details (continue on a separate sheet if necessary)	
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Please note that if you have answered 'yes' to any of the questions set out above (or it subsequently transpires that you should have answered 'yes' to any of the questions above), Canada Life may, at its absolute discretion, choose to: (1) refuse your application and void this registration form; and/or (2) terminate the Agreement (set out below) immediately.

## 2 Regulatory status

Directly Authorised	<input type="checkbox"/>
Appointed Representative	<input type="checkbox"/>
Registered Individual	<input type="checkbox"/>

Which mortgage club would you like to submit business through?	
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We do not accept regulated business from any intermediary not authorised and regulated by the Financial Conduct Authority. It is important that you provide us with your current FCA Firm Reference Number (which we reserve the right to check with the FCA) before submitting new business to us. You will be required to hold appropriate 'advising' permissions and be responsible for suitability of advice to the customers.

FCA Firm reference number	
If you are not directly authorised, please provide the name and FCA number of the Network of which you are a member.	

### 3 Firm Management

Please confirm that all the Firm’s senior managers, non-executive directors (to the extent required) and certification staff have been assessed and satisfy the fitness and propriety requirements of the FCA handbook.

Yes

No

### 4 Advisers

Please supply the details of the advisers in your Firm.

<b>Adviser 1</b>	Name	
	Telephone number	
	Correspondence address (if different to registered address)	
	Unique email address	
	Administrator email address	
	Please tick this box to confirm this adviser is qualified to advise on and arrange (bring about) regulated mortgage contracts and equity release transactions	<input type="checkbox"/>
	Please tick this box to confirm that the Firm has completed satisfactory fit and proper checks on this adviser	<input type="checkbox"/>
	Please tick this box to confirm that this adviser holds an appropriate qualification in equity release as prescribed by the FCA	<input type="checkbox"/>
	Please tick this box to confirm that this adviser has reviewed our products and their features on our website	<input type="checkbox"/>

Please tick this box to confirm that this adviser has not been and is not currently subject to any investigations, restrictions, disciplinary proceedings or enforcement action by any regulatory body (including but not limited to suspension from carrying out regulated activities, fines or otherwise)?

If you have not ticked the confirmation box above, please provide further details (continue on a separate sheet if necessary)

Please note that if you have not been able to provide the confirmatory statement above (or it subsequently transpires that any confirmation provided was incorrect, misleading or false), Canada Life may, at its absolute discretion, choose to: (1) refuse your application and void this registration form; and/or (2) terminate the Agreement (set out below) immediately.

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**Advisers (continued)**

<b>Adviser 2</b>	Name	
	Telephone number	
	Correspondence address (if different to registered address)	
	Unique email address	
	Administrator email address	
	Please tick this box to confirm this adviser is qualified to advise on and arrange (bring about) regulated mortgage contracts and equity release transactions	<input type="checkbox"/>
	Please tick this box to confirm that the Firm has completed satisfactory fit and proper checks on this adviser	<input type="checkbox"/>
	Please tick this box to confirm that this adviser holds an appropriate qualification in equity release as prescribed by the FCA	<input type="checkbox"/>
	Please tick this box to confirm that this adviser has reviewed our products and their features on our website	<input type="checkbox"/>

Please tick this box to confirm that this adviser has not been and is not currently subject to any investigations, restrictions, disciplinary proceedings or enforcement action by any regulatory body (including but not limited to suspension from carrying out regulated activities, fines or otherwise)?	<input type="checkbox"/>
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If you have not ticked the confirmation box above, please provide further details (continue on a separate sheet if necessary)	
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Please note that if you have not been able to provide the confirmatory statement above (or it subsequently transpires that any confirmation provided was incorrect, misleading or false), Canada Life may, at its absolute discretion, choose to: (1) refuse your application and void this registration form; and/or (2) terminate the Agreement (set out below) immediately.

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**Advisers (continued)**

<b>Adviser 3</b>	Name	
	Telephone number	
	Correspondence address (if different to registered address)	
	Unique email address	
	Administrator email address	
	Please tick this box to confirm this adviser is qualified to advise on and arrange (bring about) regulated mortgage contracts and equity release transactions	<input type="checkbox"/>
	Please tick this box to confirm that the Firm has completed satisfactory fit and proper checks on this adviser	<input type="checkbox"/>
	Please tick this box to confirm that this adviser holds an appropriate qualification in equity release as prescribed by the FCA	<input type="checkbox"/>
	Please tick this box to confirm that this adviser has reviewed our products and their features on our website	<input type="checkbox"/>

Please tick this box to confirm that this adviser has not been and is not currently subject to any investigations, restrictions, disciplinary proceedings or enforcement action by any regulatory body (including but not limited to suspension from carrying out regulated activities, fines or otherwise).	<input type="checkbox"/>
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If you have not ticked the confirmation box above, please provide further details (continue on a separate sheet if necessary)	
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Please note that if you have not been able to provide the confirmatory statement above (or it subsequently transpires that any confirmation provided was incorrect, misleading or false), Canada Life may, at its absolute discretion, choose to: (1) refuse your application and void this registration form; and/or (2) terminate the Agreement (set out below) immediately.

## 5 Contact details

### Primary Contact

Please nominate an employee who is authorised to update staff and contact information on behalf of your Firm:

Name	
Telephone number	
Email address	

### Authorised Changer

Please nominate an employee who has authority to amend important information, such as the Firm’s bank details, on behalf of your Firm:

Name	
Telephone number	
Email address	

### Administration Contact (optional)

Please nominate an administrative employee:

Name	
Telephone number	
Email address	

## 6 Bank details (for directly authorised firms only)

Please supply your bank details. Commission payments will be sent by BACS credit in the week following completion.

Bank/Building Society name	
Account holder’s name	
Account number	
Sort code	
Email address for commission statements	
Commission statement to be marked to the attention of	
Address for commission statements (if different to the registered address)	

## 7 How did you hear about Canada Life?

Colleague/Another adviser	<input type="checkbox"/>	
Internet search	<input type="checkbox"/>	
Business Development Manager	<input type="checkbox"/>	Please state their name
Sourcing tool	<input type="checkbox"/>	Please state which one
Mortgage club	<input type="checkbox"/>	Please state which one
Network	<input type="checkbox"/>	Please state which one
Trade Press	<input type="checkbox"/>	Please state which one
Other	<input type="checkbox"/>	Please state details

## 8 Terms of business

### Definitions & Interpretation

In this Agreement Canada Life means Stonehaven UK Ltd trading as Canada Life (“We” “Our” and “Us”); and

“You” acting (as applicable) as an independent intermediary or as a Principal, or You acting as a mortgage club/mortgage panel provider, providing mortgage panel facilities to Your members.

Together We and You are referred to as “We Both” or “Us Both”. If You are more than one person the obligations of You under this Agreement shall be joint and several obligations of such persons and references to You and Your herein shall be construed accordingly.

“Act” means the Financial Services and Markets Act 2000.

“Agreement” means these Mortgage Introducer Terms and Conditions including Schedule 1.

“Appointed Representative” means as defined in the FCA Rules.

“Commencement date” means the date of commencement of this Agreement as set out in clause 1.4 below.

“Commission” means the commission payable by Us to You which includes procuration fees and all other fees and charges.

“Company” means Stonehaven UK Ltd trading as Canada Life and is the party to these Terms with the Intermediary as indicated in the covering letter to these Terms.

“Customer(s)” means a person who is a customer, or a prospective customer of a mortgage.

“Data Protection Regulations” means the data protection rules, laws and codes in the Territory in relation to the processing of Personal Data.

“FCA” means Financial Conduct Authority and any successor body.

“FCA Rules” means the rules of the FCA.

“Principal” means a principal as defined in the FCA Rules.

“Relevant Personal Data” means the Personal Data and any Special Categories of Personal Data described at Clause 10 to be shared by the Intermediary with the Company.

References in this Agreement to any statutory provision, regulatory body or external organisation shall include a reference to such provision, body or organisation as from time to time re-enacted, amended, extended or replaced.

**8****Terms of business (Continued)****1. Scope and Appointment**

- 1.1. You agree to act as a non-exclusive independent intermediary (“Intermediary”) either acting on Your own account or through panel members or Your Appointed Representatives (respectively the “Advisers”) as an introducer of mortgages (“the Services”) to Us. You as the FCA authorised intermediary have agreed to accept such appointment on the terms and subject to the conditions of this Agreement. For the avoidance of doubt nothing in this Agreement is deemed to constitute or evidence any intention to appoint You as Our Appointed Representative or Introducer Appointed Representative.
- 1.2. You warrant that the Advisers are approved and authorised (as applicable) by the FCA to provide the Services.
- 1.3. Nothing in this Agreement shall preclude either You or Us from committing to similar agreements with other institutions or individuals.
- 1.4. This Agreement constitutes an intermediary agreement for the purposes of the FCA Rules.
- 1.5. This Agreement shall take effect on the date of receipt by You of a copy of the Agreement and will continue until terminated by either You or Us in accordance with Clause 6.

**2. Authority**

- 2.1. You are authorised to effect introductions between Us Both or directly via Your Advisers and Customers. For the purposes of this Agreement, introduction means the passing to Us of Customers’ details in a manner and form prescribed by Us from time to time.
- 2.2. You shall explain to Your Customers, Your status as an Independent Intermediary and, if appropriate, You shall produce to Customers’ details of any relevant authorisations and regulatory statements including, but not limited to, suitability statements together with confirmation of the service You provide to Customers.

- 2.3. You may display and distribute promotional literature provided by Us. You shall only advertise on Our behalf and, or, use Our name, brand or trade names, trademarks or logos, with Our prior written consent.
- 2.4. We, within Our absolute discretion, reserve the right to refuse, cancel or amend any application for a mortgage received from You.
- 2.5. We, within Our absolute discretion, reserve the right to withdraw, amend or modify any product and/or Service specification at any time.

**You shall ensure that the Advisers shall at all times;**

- 2.5.1. provide all Services pursuant to this Agreement in accordance with the terms of this Agreement as if they were a party to it; and
- 2.5.2. ensure that any information conveyed by the Advisers to Customers regarding Our products accurately reflects the contents of the material provided by Us; and
- 2.5.3. shall keep or cause to be kept full and accurate records (including but not limited to introductions made to Us) relating to its performance of the Services and shall make such records available for inspection by Us at any time; and
- 2.5.4. obey and comply with the FCA Rules and the Act (in the case of Appointed Representatives as if they were directly binding upon them) and with Your written arrangements and procedures as contained in Your compliance policies (as notified to the Advisers from time to time); and
- 2.5.5. be of good character suitably qualified and experienced and where required by Us, remove any Adviser from providing Services pursuant to this Agreement if, in Our reasonable opinion, any Adviser does not meet the required standard of conduct and behaviour.
- 2.6. You shall inform Customers of the amount of any Commission and material inducements (if any) paid by Us to You pursuant to the FCA Rules.



**8** Terms of business (Continued)

- 2.7. You shall only complete and use documentation relating to Our products that has been supplied and/or approved for such use by Us including completion of all identification and money laundering checks.
- 2.8. You warrant that You shall at all times obey and comply with the FCA Rules, the Act and any other applicable law or regulation.
- 2.9. You must immediately notify Us if either You or any Adviser ceases to be authorised or approved (as applicable) by the FCA.
- 2.10. You shall be of good character suitably qualified and experienced and agree to work diligently and to act always in Our best interest when carrying out the Services necessary in connection with this Agreement.
- 2.11. You will not assign this Agreement or any part of it.

**3. Fees and Charges**

- 3.1. We shall pay to You the Commission at the rates notified to You from time to time (if applicable, the Commission is inclusive of value added tax).
- 3.2. Commission rates may be adjusted from time to time at Our discretion. The current Commission rates are described in Schedule 1.
- 3.3. We shall be entitled to set off any outstanding Commissions against any debt owed to Us by You.
- 3.4. We reserve the right to stop paying you commission if:
  - 3.4.1 We are notified that you are no longer the agent of the Applicant;
  - 3.4.2 We are waiting for information from the appropriate authorities or other persons about the matters referred to in Clause 2;
  - 3.4.3 You cease to be authorised and regulated by the FCA or any Successor Regulator or fully authorised by any relevant regulatory authority, professional body or trade associated;
  - 3.4.4 The Applicant defaults on the Product;
  - 3.4.5 You are in breach of any warranty or other obligation of this agreement or this agreement is suspended or terminated for any other reason.

**4. Compliance**

- 4.1. You will comply with all the instructions issued by Us from time to time in relation to this Agreement. We Both will comply with all legal and regulatory requirements as are applicable to our respective obligations under this Agreement and We Both will cooperate fully with each other for the purpose of such compliance.
- 4.2. You will upon reasonable notice grant the FCA access to Your premises and all records, files and documentations relating to this Agreement and all other such information as the FCA may request for the purposes of monitoring or investigating Your compliance with the FCA Rules.
- 4.3. You will upon reasonable notice grant Us access to Your premises and all records, files and documentations relating to this Agreement for the purpose of monitoring Your compliance with the FCA Rules.
- 4.4. You will grant Us the right to contact Customers relating to this Agreement for the purpose of monitoring Your compliance with the FCA Rules.
- 4.5. You shall advise Us as soon as reasonably practicable of any instruction, direction or request properly made by the FCA under the FCA Rules in connection with Your activities or the activities of Your Advisers under this Agreement.

**5. Regulation**

- 5.1. You represent and warrant that You are authorised by the FCA in the conduct of Your designated mortgage business and (if appropriate) general insurance business; and as Principal You have full power to employ the Advisers who shall be appointed by You to provide the Service's.
- 5.2. Nothing in this Agreement shall exclude Your liability to Us or Customers under the Act or the FCA Rules (as amended).

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**Terms of business (Continued)**

**6. Termination**

- 6.1. This Agreement may be terminated;
  - 6.1.1. by mutual agreement at any time;
  - 6.1.2. by either party on the expiry of 30 days' written notice delivered by special delivery post.
- 6.2. We will have the right to cancel this Agreement with immediate effect in the event of the following circumstances;
  - 6.2.1. Your fraud; or
  - 6.2.2. any change to Your regulated activities; or
  - 6.2.3. any breach of this Agreement by You: or
  - 6.2.4. You engage in any conduct prejudicial to Us or Our business;
  - 6.2.5. If the relevant regulatory approvals for carrying on Your regulated activities in the United Kingdom are withdrawn, lapse or otherwise impaired;
  - 6.2.6. You complete the Firm Registration Form dishonestly, recklessly or fraudulently; or
  - 6.2.7. for any of the reasons otherwise specified in this Firm Registration Form.
- 6.3. In the event of Your death, bankruptcy, winding up or making any arrangement or composition with Your UK creditors or any analogous event, or if You become resident outside the United Kingdom or (being a company) change its place of registration or have its ownership or control altered without Our prior consent, this Agreement will automatically come to an end.
- 6.4. On termination of this Agreement;
  - 6.4.1. You will at Our request:
    - a. either return, free of charge, or destroy forthwith all material provided to You and Your Advisers by Us; and
    - b. provide, free of charge, all historical data required by Us.

- 6.4.2. You shall accept no further mortgage applications on Our behalf and We shall process those applications which have been received before the date of termination. For the avoidance of doubt We, within Our absolute discretion, reserve the right not to accept any mortgage applications from You where termination results from any of the circumstances set out in clause 6.2. and 6.3. above.

**7. Insurance**

- 7.1. You shall at all times during the continuance of this Agreement and for a period of six years following termination of this Agreement carry adequate insurance cover with a reputable insurer to cover all of Your insurance liability under this Agreement, and shall make the policy and premium receipts available for inspection by Us at any time.

**8. Complaints & Dispute Resolution**

- 8.1. If any dispute, complaint, question or difference shall arise in relation to this Agreement or otherwise, You acknowledge and agree that We shall have the right to refer the matter to a director or appropriate senior manager who is responsible for compliance within Your firm.
- 8.2. You shall immediately notify Us specifying the nature of the dispute, complaint, question or difference. The address is as follows;

**Canada Life Home Finance,  
Canada Life Place,  
Potters Bar,  
Hertfordshire EN6 5BA.**

In the event of a complaint or dispute, a copy of Our complaints process can be obtained from the above address.

- 8.3. You agree to obey and comply with the provisions of Our complaints policies as notified to You from time to time.
- 8.4. We Both shall cooperate fully with each other in respect of providing any relevant Customer information or documentation reasonably requested by either party in order to respond to any Customer Complaint relating to the Services, whether arising before or after the termination of this Agreement.
- 8.5. We Both shall both comply with FCA DISP requirements for handling Customer complaints.

**8** Terms of business (Continued)**9. Change of information**

- 9.1. You must notify Us immediately in writing of any changes to Your circumstances such as change of address, legal entity, trading status, engaging in other business activities, change in regulated activities or other material facts including without limitation the occurrence of any of the events set out in clause 4.3 and sub clauses of clause 6.2.
- 9.2. You shall notify Us as soon as reasonably practicable (and not later than 5 working days) with the FCA details of each Adviser together with any change in those details including (but not limited to) details of each Adviser joining and leaving Your firm.
- 9.3. You must notify us immediately (and not later than 5 working days) after any change to the answers given to the yes/no questions in section 3 of the registration form.

**10. Data protection**

- 10.1. It is acknowledged by Canada Life (The Company) and the Professional Adviser/ Intermediary (the Adviser) that each party has independent purposes and means for processing the Personal Data and that accordingly each party acts as an independent Controller in relation to its own respective processing. It is further acknowledged by the parties that in relation to the Personal Data the parties are not joint Controllers and neither party is a Processor on behalf of the other.

The information collected shall be processed in accordance with the Data Protection Act 2018 (the Act) and any successor legislation. All reference to **Personal Data, Special categories of personal data, Data Subjects** and **Processing** shall have the meaning as set out in the Act.

- 10.2. The Company requires access to the Personal Data for processing for the following lawful purposes and the sharing of the Personal Data is necessary for such purposes:
- 10.2.1 for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract relating to the Business;

- 10.2.2 the Data Subject has given consent or explicit consent (as required) to the processing respectively of his or her Personal Data or Special Categories of Personal Data for one or more specific purpose;
- 10.2.3 processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party;
- 10.2.4 processing may be conducted to conform to statutory laws or regulatory directives, the administration of justice, or it is in the substantive public interest, including, but not limited to, prevention of fraud, or to comply with anti-money laundering regulations; and/or
- 10.2.5 processing is necessary in order to protect the vital interests of the Data Subject.
- 10.3. The Intermediary shall be responsible for ensuring that, in accordance with the Act, it has provided all necessary fair processing information, including, but not limited to, the Company's DPN, to all relevant Data Subjects and has taken appropriate steps to legitimise the sharing of the Personal Data to enable the Company to process the Personal Data for purposes compatible with the lawful purposes listed above.
- 10.4. The Intermediary shall not process Personal Data in a way that is incompatible with the lawful purposes listed in section 10.2 above.
- 10.5. For the lawful purposes as listed in section 10.2 above, the following types/categories of Personal Data may be shared between the parties:
- name;
  - address and postcode;
  - gender;
  - date of birth;
  - place of birth;
  - national insurance number;
  - marital status;
  - contact details;
  - policy number;
  - medical information;

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## Terms of business (Continued)

- lifestyle information;
  - financial information;
  - tax identification number;
  - employer details;
  - job title and salary information; and
  - details of spouses, second annuitants, dependants, lives assured and beneficiaries.
- 10.6. The Intermediary shall ensure that the Personal Data shared must not be irrelevant or excessive with regard to the lawful purposes.
- 10.7. Each party shall ensure that it processes the Relevant Personal Data fairly and lawfully in accordance with both the Act and any specific directions of a supervisory authority.
- 10.8. Each party shall deal promptly and in good faith with all reasonable and relevant enquiries from the other party relating to its processing of Personal Data under these Terms.
- 10.9. Each party shall, if it receives any complaint, notice or communication from a supervisory authority which relates to the other party's processing of Personal Data under these Terms or a potential failure to comply with the Act, promptly (and in any event within 3 (three) business days) forward such complaint, notice or communication to the other party and provide the other party with reasonable cooperation and assistance in relation to the same.
- 10.10. The parties agree that the responsibility for complying with any Data Subject request (in relation to any rights of Data Subjects or otherwise) falls to the party receiving the Data Subject request in respect of the Personal Data held by that party. The parties agree to provide reasonable and prompt assistance (and in any event within 3 (three) business days of a request for assistance from the other party) to enable the other party to comply with any Data Subject requests and to respond to any other queries or complaints from Data Subjects.
- 10.11. The parties agree to implement appropriate technical and organisational measures to protect the Personal Data in their possession against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure in accordance with the Act.
- 10.12. Personal information collected via Intermediaries including quotation requests and application forms will be shared within the Canada Life group of companies to provide Intermediaries with product information which may be relevant for their client's needs and requirements.
- This section refers to our privacy policy in relation to our Home Finance Adviser Portal.**
- 10.13. The Home Finance Adviser Portal is a dedicated website with secure entry for use by the Intermediary who has been directly authorised to have access. This access is agreed by Canada Life as part of our Intermediary registration process. Our Home Finance Adviser Portal is an online tool for the use of producing client illustrations.
- 10.14. **Using the Home Finance Adviser Portal** – this section of the Privacy Notice only applies to Intermediaries, financial advisers, paraplanners or administrators of Financial Services companies.
- 10.15. Home Finance Adviser Portal**
- 10.16. You will be asked to log in using your username (your registered email address) and password. If this is your first time logging in, you will need to use the password emailed to you by Canada Life. If you have used the Home Finance Adviser Portal before, you will have changed your password to something more memorable.
- 10.17. Home Finance Adviser Portal – Email addresses**
- 10.18. We require this information to provide you with a better service, and in particular for the following reasons:
- We may periodically send promotional emails about new products, special offers or other information that we think you may find interesting, using the email address which you have provided. We may use the information we collect to verify your identity or for analytical purposes, and to assist us in improving our processes, products and services.
  - We will use your email address to send you automated emails at relevant stages of your application.

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**Terms of business (Continued)**

**10.19. Home Finance Adviser Portal – Passwords**

- 10.20. In order to provide you with maximum protection, we ask you to choose a password to access these tools. Your password is unique to you and helps us to protect your client's personal information. You must keep this password safe and must not disclose it to anyone.
- 10.21. You will need your password to be able to produce illustrations for your clients. If you have forgotten your password or are worried someone else may know your password, please click the 'Forgotten password?' link under the password box on the homepage of both tools to reset your password.

**10.22. Home Finance Adviser Portal – Restricted access**

- 10.23. This tool is only available to Advisers who are registered with Canada Life.
- 10.24. If you would like to register, please visit our Home Finance Adviser Portal page at <https://www.canadalife.co.uk/login/home-finance-kfi-application-portal/> or email [hf-support@canadalife.co.uk](mailto:hf-support@canadalife.co.uk).
- 10.25. Before using this tool, please make yourself familiar with our products. Our sales support team can provide a demo of the system.
- 10.26. If you have any queries while using the Home Finance Adviser Portal, please contact our team on 0800 068 0212.
- 10.27. Our Home Finance Adviser Portal is a secure site that uses 256-bit Secure Sockets Layer (SSL) security, subject to your web browser limitations, to encrypt data in transit between your browser and the server.

**10.28. Home Finance Adviser Portal – Client data**

- 10.29. Client data entered by Advisers onto our Home Finance Adviser Portal will only be accessible to the Adviser, nominated administrators at the firm, and Canada Life, and is only used for the purpose of providing quotations and in accordance with this Privacy policy and Terms & Conditions. Client data will not be used for direct marketing purposes.

- 10.30. We may however disclose and /or use any information or data you give us for the purpose of crime prevention, conducting market research, preparing strategic or other marketing plans or gauging product sales or product performance. We may also exchange the information with associated companies, service providers or agents with which we have a contractual relationship, or to any party in connection with the approved uses of such information set out above.

**This section refers to our privacy policy in relation to our Home Finance Workshops.**

**10.31. DPN – Home Finance Workshops**

- 10.32. We take collection and management of personal data very seriously. This DPN explains how the information provided to Canada Life for our Workshops will be treated and how it will be used.

**How the information will be used**

- 10.33. The information collected shall be processed in accordance with the Act and any successor legislation. The information provided to us may be used:
- To contact you with relevant information based on the interests you indicate in the feedback form
  - To contact you in response to any enquiries and requests we may receive
  - To include in Canada Life marketing material or press communications any comments or feedback you provide in relation to your attendance at the workshop
  - For research and statistical analysis for future workshop planning
  - To identify further support needs for Advisers
- 10.34. Data will be held securely and not held for longer than is necessary and in accordance with FCA record keeping guidelines. Marketing activity on a business to business basis is based on Article 6.1 of the GDPR in that processing is necessary for the purposes of the legitimate interests by the controller, in that there is reasonable expectation that Canada Life will contact you for the purpose of communicating product, service, event, training, education programme, industry and regulatory information.

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**Terms of business (Continued)**

- 10.35. If personal information is submitted about another person, then you confirm that they have consented to providing their information to Canada Life and for the information to be used and shared as set out in this notice.
- 10.36. The Act provides individuals (Data Subjects) with various rights including the right to be told what Personal Data is held by Canada Life and the right to request that any inaccuracies in respect of their Personal Data are corrected.

**10.37. Further Information**

Should there be any queries regarding Personal Data or individuals rights under the Act, please contact Canada Life’s Data Protection Officer in writing at:

Canada Life Limited, Canada Life Place,  
Potters Bar, Hertfordshire, EN6 5BA  
or by email at: [dpo@canadalife.co.uk](mailto:dpo@canadalife.co.uk)

Our comprehensive version of our Customer Data Protection Notice is available at:  
[www.canadalife.co.uk/data-protection-notice](http://www.canadalife.co.uk/data-protection-notice)

**11. Indemnity**

- 11.1 You will indemnify Us in full against any loss, costs, charges, liabilities or expenses which We may incur as a result of Your breach of any of Your obligations under this Agreement or if any warranty made by You under this Agreement is incorrect.

**12. General**

- 12.1 We may vary the terms of this Agreement by written notice to You from time to time.
- 12.2 If you submit Business to us, you will be deemed to have accepted our Terms by your conduct and they will become effective and binding on You. We do not require a signature or acknowledgement to accept these Terms.
- 12.3 In the event of any conflict between the provisions of this Agreement and a provision in any other agreement, the provisions of this Agreement shall prevail.

- 12.4 This Agreement shall be construed according to English Law and both parties will submit to the non exclusive jurisdiction of the English courts. This Agreement is also subject to the FCA Rules and in the event of conflict between the terms hereof and the FCA Rules, the FCA Rules shall prevail.
- 12.5 No person other than a party to this Agreement may enforce this Agreement by virtue of the Contract (Rights of Third Parties) Act 1999.
- 12.6 Neither this Agreement nor the Arrangements contemplated by it shall be or deemed to constitute or evidence any partnership or joint venture between Us Both nor any agency on either party.
- 12.7 You represent and warrant that You have authority to enter into this Agreement and to conduct the Services.
- 12.8 You shall not use our backer’s name, or any similar name or mark or any associated logo or device, in any correspondence with Borrowers or other third parties or any Mortgage Documentation.

**13. Commission**

- 13.1 The commission fees that may become payable by Canada Life to You are set out below;
- 13.1.1 All products – 2.3% of the total advance made to the Customer, in each case subject to a minimum fee of £500 and a maximum fee of £30,000. In addition to this, if a cash reserve facility has been added to the mortgage, 1% of the facility amount will be paid.
- 13.2 Timing of paying commissions: by the fourth working day of the week following the week in which the case completes, via 3 day BACS.



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## Declaration

By signing this declaration, I hereby declare that the information provided is true and correct and confirm I have read and understood the Data Protection Notice overleaf.

Signed by

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<b>Print name</b>	
<b>Job title</b>	
<b>Date</b>	

## Contact us

Please send your completed form to:

**By email**

[hf-applications@canadalife.co.uk](mailto:hf-applications@canadalife.co.uk)



If you have any queries:

**Call our team**

0800 068 0212



**Visit our website**

[www.canadalife.co.uk](http://www.canadalife.co.uk)



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