

## Listers Group Limited and Falcon of Hull & Lincolnshire Limited Status Disclosure

The Financial Conduct Authority is the independent watchdog that regulates financial services. Please use this document to decide if our services are right for you. All our finance products are optional. Listers Group Limited is authorised and regulated by the Financial Conduct Authority for credit related regulated activities and insurance distribution activities. The FCA Register number is 311543. Falcon of Hull and Lincolnshire Limited, FCA Register Number 403914 is an Appointed Representative of the Listers Group Limited, who is authorised and regulated by the Financial Conduct Authority. You can check the above information on the FCA Register by visiting the FCA's website at <https://register.fca.org.uk> or by contacting the FCA contact centre on 0800 111678 (freephone) or 0300 500 8082.

### INSURANCE PRODUCTS

Listers Group Limited and Falcon of Hull and Lincolnshire Limited do not carry out insurance distribution activities for our customers. We will provide you with details for you to contact the provider only. You should discuss your needs and eligibility for the product directly with them.

- **GAP Insurance** - we will provide details for you to contact the provider only. You should discuss your needs and eligibility for this product directly with them. In the event you purchase a policy direct from the Insurer, they may pay us a flat fee commission.
- **Free Drive Away Motor Insurance & Manufacturer Extended Warranty (where available)** - we will provide details for you to contact the provider only. You should discuss your needs and eligibility for this product directly with them. We do not receive any commission. In the event you purchase an annual policy direct from the Insurer, they may pay us a commission (either a flat fee or a percentage of the annual insurance premium).

### FINANCE PRODUCTS

**Listers Group and its Appointed Representatives are Credit Brokers and not Credit Lenders.** We are not independent as we have contractual relationships with a limited number of lenders. Our approach is to introduce you, in the first instance, to the relevant dealership manufacturer supporting finance company. If they are not able to make you a finance offer, where we are permitted to do so, we will submit a proposal to one of our independent finance providers. We do choose from a panel of lenders but do not conduct a market appraisal.

In the event that none of our lenders are unable to provide credit, we will refer you to a broker to attempt to source credit for you. Note, however, the available terms from this broker may well be inferior to the two lenders we initially introduced to you.

#### Mercedes Benz & CUPRA Born New Vehicle Sales

When arranging funding for the purchase of your new vehicle, we act as a credit intermediary of Mercedes-Benz Financial Services UK Limited and Volkswagen Financial Services, respectively. They are the sole finance providers for the respective brand partner. If they are unable to make you an offer of finance, we will not be able to offer an alternative introduction to another lender. In this event, please speak with our sales team to discuss alternative options available.

We act on the lenders behalf as an agent when making this introduction. We offer a non-advised service. We cannot advise or provide any recommendation. We will provide you with sufficient information on the lender's financial products, but it is for you to decide whether the finance product you choose is right for you. The decision as to whether to enter into any credit agreement on the terms offered is yours.

### Commission Disclosure

We will receive a commission from the lenders we work with (either a fixed fee or a fixed percentage of the amount you borrow). The lenders we work with could pay commission at different rates. Some lenders may also provide preferential rates to us for the funding of our vehicle stock and also provide financial support for our training and marketing. For your reassurance, the amount of commission we receive from a lender does not have an effect on the amount that you pay to that lender under your credit agreement.

If you are an individual, sole trader or small partnership and we are arranging a credit agreement or a consumer hire agreement for you which is regulated under the Consumer Credit Act 1974, you have a right to ask us to disclose the income that we will receive for arranging finance for you. If you would like us to disclose any potential commission prior to you entering into the agreement, please make your request to [commissiondisclosurerequests@listers.co.uk](mailto:commissiondisclosurerequests@listers.co.uk).

Our commission arrangements with our lenders have been negotiated and agreed in advance and set by the Lender. We do not have any discretion to negotiate or adjust your interest rate, APR or any other item included in the total charge for credit. The interest rate and/or APR offered to you may vary according to the age of the vehicle you purchase and/or the amount you borrow.

### Consumer Hire

The commission we receive maybe pre-set but can vary and may impact the amount you pay.

## **Fees**

We do not charge you a fee for any of the financial services we provide.

## **CUSTOMER SUPPORT**

So that we can give you the right level of support throughout your vehicle purchase and credit application, please inform us if there anything we need to take into account that may affect your ability to fully understand the options available, your chosen credit agreement and your application.

## **USE OF YOUR DATA**

By making an application for credit you give permission to share your personal information with one or more lenders for the purpose of applying for credit on your behalf. The applications may be consecutive and will only take place if suitable terms cannot be achieved from previous applications.

In applying you confirm that:

- The information supplied on the credit proposal is true and correct. You agree that in the event that any false information has been given or an untrue statement made which the finance company relied on, they have the right to terminate the agreement.
- You authorise the lenders to make a credit search with one or more credit reference agencies, which will be recorded by those agencies.
- The lender may carry out more than one search.
- You are aware that credit scoring may have been used in the decision making process.
- You agree that the lenders can, at any time, disclose details about the application, agreement and the conduct of the account to a licensed credit agency or introducing Dealer/Broker for the purposes of:
  - o Fraud
  - o Crime prevention
  - o Tracing customers
  - o any other legitimate purpose
- You acknowledge that the lenders may refuse to enter into an agreement without stating a reason.

## **WHAT TO DO IF YOU HAVE A COMPLAINT?**

At Listers we are committed to providing a first-class service. Even with the best of intentions, we know things can go wrong. So, if for any reason you are not entirely satisfied, please let us know as soon as possible. We'll investigate the situation and where necessary, set about putting things right as quickly as possible.

We may also take steps to avoid similar problems happening in the future. Your views are important and your feedback is key to improving the products and services. In the first instance, please contact the Brand Manager at your dealership. If unavailable then telephone 01789 403800 or email us at [complaints@listers.co.uk](mailto:complaints@listers.co.uk) or in writing to the Group Finance & Insurance Compliance Manager, Listers Group Limited, Othello House, Stratford Business & Technology Park, Banbury Road, Stratford-upon-Avon CV37 7GY.

We will endeavour to resolve your complaint within 3 working days; if we are unable to achieve this to your satisfaction, we will then follow our internal complaints procedure. In both instances, if you are not entirely satisfied with the decision, you may be entitled to refer it to the Financial Ombudsman Service (FOS). [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Ombudsman will only consider your complaint if you have followed the above procedure. Please note that a complaint referred to FOS must be made within six months of the date of our final response. A full copy of our complaints procedure is available upon request.

For complaints in relation to claims, you should refer to your terms and conditions for contact details.