



# Client Agreement – Home Finance Advice & Protection Planning

(v07.18)

## Part 1 – General Information & Responsibilities

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### 1. INTRODUCTION

This part of our Client Agreement sets out the terms under which our Services are to be provided. Our Client Agreement consists of four parts.

#### **This Part 1 must be read in conjunction with:**

• Client Agreement (Home Finance Advice & Protection Planning) – Part 2 – Services and Charges	which provides an overview of services we offer, our charges for delivering those services and payment methods
• Client Services Brochure	which provides full details of what is included in each of our services
• Client Agreement (Home Finance Advice & Protection Planning) – Part 3 – Client Consent	which records what specific services and charges have been agreed with you

*If you have not been provided with copies of any of these documents, please ask your adviser for one or view them on our website at [www.investorsplanning.co.uk](http://www.investorsplanning.co.uk)*

If you have a question or concern about any aspect of our services, please contact us at:

- **Telephone :** 01923 627000
- **Email :** [enquiries@investorsplanning.co.uk](mailto:enquiries@investorsplanning.co.uk)
- **Website :** [www.investorsplanning.co.uk](http://www.investorsplanning.co.uk)
- **In writing :** The Chief Executive, Investors Planning Associates Ltd, Sterling House, 175 High Street, Rickmansworth, Herts WD3 1AY

Investors Planning Associates Limited is focussed on helping you understand and plan for your financial future. We are able to act on your behalf in advising you on investments, non-investment insurance contracts and mortgages (both residential and non-residential).

We offer you an initial discussion (at our expense) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice and services.

If we intend to advise you on investments, we will provide you with a separate document detailing the investment planning services we offer and the costs of those services.

### 2. COMMENCEMENT & JURISDICTION

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with Section 6 – Cancellation (below).

This agreement is governed by, and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.



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### 3. OUR SERVICES

The services that you have selected and the charges for those services are confirmed in the Client Agreement – Part 3 – Client Consent.

We agree to provide the services selected and you agree to pay us for those services.

Our home finance advice and protection planning services do not include an ongoing service.

We will not monitor any mortgage or protection products we have arranged for you throughout the mortgage term.

Any advice or recommendation that we offer to you will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved.

We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

### 4. OUR OBLIGATIONS

#### 4.1 Our Recommendations

Before providing advice we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved.

If you do not want to discuss a particular area of financial planning and that area does not need to form part of the advice given, then we can exclude it if you instruct us to do so. However, you should be aware that this might have a bearing on the advice that might otherwise have been given.

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

#### 4.2 Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We will verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating.

#### 4.3 Conflicts of Interest

Although we will always try to act in your best interests, there may be situations where we or one of our other clients has some form of interest in the 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 our own interests, we will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure that you are treated fairly.

We have a conflicts of interest policy. If you would like to see a copy of it, please ask us.

*cont'd*



#### **4. OUR OBLIGATIONS (*cont'd*)**

##### **4.4 Communicating with you**

Our normal ways of communicating with you are by client portal, post, telephone or in person. Our communications will be in English.

We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

##### **4.5 Protecting your Personal Information**

To provide our services properly, we need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information in order to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. Generally this is the lawful basis on which we intend to rely for the processing of your data (please see the reference to special categories of personal data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.

We adopt a transparent approach to the processing of your personal data. Sometimes we may need to pass your personal information to other organisations in order to provide our services and meet our regulatory and legal responsibilities. If you apply to take out a financial product or service, we will need to pass certain personal details to the product or service provider.

We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time.

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights in regard to the personal information that we hold on you.

As part of this agreement, we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.

*cont'd*



## **4. OUR OBLIGATIONS (*cont'd*)**

### **4.5 Protecting your Personal Information (*cont'd*)**

#### **4.5.1 Special categories of personal data**

There are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for, in order to ensure that our financial planning is suitable for your personal requirements, we may need to obtain your sensitive personal data in relation to health. This information may also be required by providers in order to carry out their underwriting assessments.

Where we collect any special category information about you, we will seek your explicit consent prior to processing it. This is a separate document. If you do not give us your explicit consent, we will not be able to provide those services to you.

If you are concerned about any aspect of our privacy arrangements, please speak to us.

## **5. YOUR OBLIGATIONS**

This section sets out your obligations in agreeing to receive our services.

### **5.1 Providing information about your circumstances**

Our advice will be based on the information that you give us so it is important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice.

If the information you provide is inaccurate or if you limit the information provided, this could affect the suitability of the advice we give.

### **5.2 Payment for services**

By signing this agreement you are agreeing to pay the charges for our services as set out in our Client Agreement (Home Finance Advice & Protection Planning) – Part 3 – Client Consent. Your selected payment is also confirmed in Part 3. We will tell you in the Home Finance/Protection Planning Report if any payments are subject to VAT.

#### **5.2.1 Payment for our initial services – Home Finance Advice**

When you consent to our home finance advice services, we will issue you with an invoice for our broker administration fee, which must be settled within 10 business days of the date of the invoice. No work will be undertaken until our broker administration fee is settled in full.

Our home finance advice fee is payable when your mortgage goes ahead and must be settled within 10 business days of the date of the invoice.

If we receive any commission from the mortgage lender this will be disclosed on the Key Facts Illustrations you will receive for your chosen mortgage and we will offset that commission against your home finance advice fee.

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## **5. YOUR OBLIGATIONS**

### **5.2 Payment for services (*cont'd*)**

#### **5.2.1 Payment for our initial services – Home Finance Advice (*cont'd*)**

If the commission we receive from the mortgage lender covers the cost of our home finance advice fee, no additional fee will be charged to you.

However, if the commission is less than our home finance advice fee, you will be issued with an invoice to make up the difference, which must be settled within 10 business days of the date of the invoice.

#### **5.2.1 Payment for our initial services – Protection Planning**

Our initial charges are payable once we have completed our agreed work and must be settled within 10 business days of the date of the invoice.

In some circumstances we may receive a commission payment from a product provider. Typically, that commission payment will be offset against the charges you owe us for our initial protection planning services.

If the commission offset relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund some or all of the commission received back to the policy provider. In such cases, we will require full payment of any outstanding balance of the charges for our services in which case we will issue you with an invoice for the outstanding balance which must be settled within 10 business days of the date of the invoice.

### **5.3 Legal and Accounting Advice**

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us to a solicitor or accountant at your own expense. We will be happy to liaise directly with your appointed solicitor or accountant to provide further information if you authorise us to do so in writing.



## **6. CANCELLATION**

### **6.1 Ending this Agreement**

You or we may terminate this agreement and our authority to act on your behalf at any time, without penalty.

Notice of termination must be given in writing and will take effect from the date of receipt.

Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.

You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

### **6.2 Amendments**

From time to time it may be necessary to amend the terms set out in this agreement where it is not necessary to issue a new agreement. If this is the case, we will notify you about details of the changes at least 20 business days before those changes are due to take effect.

### **6.3 Product Cancellation Rights**

Full details of the products we recommend to you will be provided in the relevant product disclosure information you will receive with our Home Finance/Protection Planning Report. This will include information about any product cancellation rights along with any other early termination rights and penalties.

In many cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30 day cancellation period for a life, protection, payment protection or pension policy and a 14 day cancellation period for all other policies. Please refer to the relevant product disclosure information.

However, 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 (ie no face to face advice) at which point you may have a 14 day cancellation period.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.

## **7. USEFUL INFORMATION ABOUT OUR SERVICES**

### **7.1 Who authorises us to advise you?**

We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London E20 1JN. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is 114592.

Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.

You can check our details on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

Unless we notify you in writing to the contrary, we will treat you as a retail client. This means that you are given the highest level of protection available under the UK's regulatory system.

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### 7. USEFUL INFORMATION ABOUT OUR SERVICES (*cont'd*)

#### 7.2 Client Money

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of a service for which we have sent you an invoice) or handle cash.

#### 7.3 Benefits we may receive

Under the rules of our regulator, the FCA, we cannot accept payments or benefits from other firms (eg product providers) unless it is designed to enhance the quality of service we provide and it does not conflict with our duty to act in our clients' best interests.

From time to time we may attend training events funded and/or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such, this does not affect our obligation to act in your best interests. Please ask us if you would like further details.

#### 7.4 What if things go wrong?

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.

<b>In writing</b>	The Chief Executive	Investors Planning Associates Limited		Sterling House
	175 High Street	Rickmansworth	Hertfordshire	WD3 1AY
<b>By phone</b>	01923 627000		<b>By e-mail</b>	enquiries@investorsplanning.co.uk

We have a complaints procedure and we can provide further details on request. Please be assured we treat complaints seriously.

If you have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services businesses and their clients. Full details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

#### 7.5 Additional peace of mind

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

You may be able to claim compensation from the FSCS if we cannot meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

<b>Insurance</b>	In the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.
<b>Mortgages &amp; Equity Release Products</b>	Eligible claims for most types of home finance business are covered for up to a maximum of £50,000.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).



## **8. GENERAL**

### **8.1 Insurance related**

#### **8.1.1 Providing information to your insurer**

Your insurance / protection cover is based upon the information you provide to the insurance company.

Where you are buying insurance as an individual, this means that you must take ‘reasonable care’ to answer all questions asked by the insurer fully and accurately.

For general insurance policies such as medical insurance, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided.

Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (eg commercial clients) must still disclose all ‘material facts’ (any information that may influence the insurer’s decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.