



Client Agreement – Home Finance Advice & Protection Planning

Part 1 – General Information & Responsibilities

(v07.15)

Page 1 of 5

1. INTRODUCTION

This agreement sets out the terms under which our Services are to be provided.

This document 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

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.

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. 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.

3. COMMENCEMENT

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with Section 5 – Cancellation below.



Client Agreement – Home Finance Advice & Protection Planning

Part 1 – General Information & Responsibilities

(v07.15)

Page 2 of 5

4. OUR OBLIGATIONS

4.1 Recommendations

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 Protecting your Personal Information

Your personal information is important to us. We will endeavour to take all due care to protect this information. We highlight below matters relating to your information that you should be aware of.

Some services are provided to our firm by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details.

Personal information held by ourselves may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties.

This information may be transferred electronically (e.g. email) and we, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product providers, lenders and investment managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of Data Protection laws as the UK.

However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

4.3 Anti-Money Laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date.

For this purpose 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.

4.4 Conflict of Interests

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may have some form of interest in 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 your interests, we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment.

4.5 Other Benefits we may receive

From time to time we may attend training events funded and/or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request.

4.6 Communicating with you

We may communicate with you by telephone, post, email or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English.



Client Agreement – Home Finance Advice & Protection Planning

(v07.15)

Part 1 – General Information & Responsibilities

Page 3 of 5

5. CANCELLATION

5.1 Termination of this Agreement

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

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

Termination is without prejudice to any transactions already initiated which will be completed according to this agreement unless otherwise agreed in writing.

You will be liable to pay for any services provided prior to termination and any fees outstanding, if applicable.

5.2 Product Cancellation Rights

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract.

In many cases you can exercise a right to cancel by withdrawing from a contract.

In general terms you will normally have a **30 day cancellation** period for a life, protection or payment protection policy.

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.



Client Agreement – Home Finance Advice & Protection Planning

Part 1 – General Information & Responsibilities

(v07.15)

Page 4 of 5

6. HOW YOU ARE PROTECTED

Investors Planning Associates Ltd is authorised and regulated by	the Financial Conduct Authority (FCA) 25 The North Colonnade Canary Wharf London E14 5HS
--	---

Our Financial Services Register number is 114592	You can check this on the Financial Services Register by visiting the FCA’s www.fca.org.uk/firms/systems-reporting/register website at or by contacting the FCA on 0800 111 6768
--	--

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

Unless we notify you in writing to the contrary, we will be treating you as a **retail client**.

This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

6.1 Complaints

If you are dissatisfied with a recommendation we have made or a service we have provided you are entitled to make a complaint. We have a complaints procedure that is available on request.

If you wish to register a complaint, please contact us

In writing	The Compliance Director	Investors Planning Associates Limited		Sterling House
	175 High Street	Rickmansworth	Hertfordshire	WD3 1AY
By phone	01923 627000	By e-mail	enquiries@investorsplanning.co.uk	

Please be assured we treat complaints seriously.

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’).	Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk
--	---

6.2 Financial Services Compensation Scheme

We are also covered by the Financial Services Compensation Scheme (‘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.

Insurance	advising and arranging is covered for 100% of the claim, without any upper limit
------------------	--

Mortgages & Equity Release Products	advising and arranging is covered up to a maximum limit of £50,000
--	--

On occasion, we may also advise on other financial products which are not regulated by the Financial Conduct Authority (FCA) such as buy-to-let mortgages. The Financial Services Compensation Scheme does not apply to any of these products.

Further information about the FSCS	www.fscs.org.uk/consumer
------------------------------------	--

6.3 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.



Client Agreement – Home Finance Advice & Protection Planning

(v07.15)

Part 1 – General Information & Responsibilities

Page 5 of 5

7. GENERAL

7.1 Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

7.2 Legal and Accounting Advice

Neither our firm nor our associates nor employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents.

It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

7.3 Insurance related

7.3.1 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.