

# Client Agreement for Investments & Insurances



## Our services

**Cotswold Financial Planning** is able to act on your behalf in advising you on investments and non-investment insurance contracts. We offer products and services as follows:

- **Investments** – we offer an Independent advice service. We will recommend investments based on a comprehensive and fair analysis of the market. We will place no restrictions on the Investment Markets we will consider before providing investment recommendations, unless you instruct us otherwise. We will however, only make a recommendation when we know it is suitable for you.
- **Non-investment protection contracts** – we offer non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers.
- **General insurance contracts** – we offer general insurance contracts e.g. buildings and contents from a range of insurers.

We offer you an initial consultation, at our own expense, at which we will describe our services more fully and explain the payment options. If you decide to go ahead, we will charge to:

- gather and analyse personal financial information about you and your aims and objectives
- recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you.

## Client Classification

We treat all our clients as “Retail Clients” unless you request otherwise. This means you are provided with the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

## Our Recommendations

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.

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

## Conflicts of Interest

Any advice we provide will be in accordance with that disclosed in our ‘Keyfacts about our Services and Costs’ document, also known as our Initial Disclosure Document (IDD), a copy of which I have provided you with. Occasions may arise where we or one of our clients have some form of interest in business being transacted by you. If this happens or we become aware that our interests or those of one of our 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.

## Service and Standards

We are committed to providing the highest standard of financial advice and service. Your interests are very important to us and for any advice or service we provide we will:

- be open, honest and transparent in the way we deal with you
- not place our interests above yours
- communicate clearly, promptly and without jargon

### **Our Investment Services and Costs**

I provided you with our IDD. You will recall that we comprehensively covered the content of this document which covers the services we provide and what they cost. You confirmed you fully understood this and were happy to proceed on the basis as confirmed within our service proposition agreement which you have signed.

It is important that you keep the client agreement, service proposition and IDD document together and if you have any questions you contact us immediately.

### **The cost and your payment options**

You will pay for our services on the basis of either:

- a. an initial fee only (transactional)
- b. an ongoing fee
- c. an initial and ongoing fee
- d. an ad hoc fee

These charges will be based on either:

1. a percentage of your investment
2. a fixed fee
3. an agreed fee by instalments (please note you can only pay by instalments when you fund your investment by regular premiums)

We will discuss all the above payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.

### **VAT**

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

### **Cancellation rights**

In most cases you can exercise a right to cancel by withdrawing from the contract. You will normally have a 30-day cancellation period for a life, pure protection, payment protection or pension contract and a 14-day cancellation period for all other contracts.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you. If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

### **Client money**

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

### **Documentation**

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

### **Instructions**

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

## **Material Interest**

We will act honestly, fairly and in your best interests. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, 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.

## **For placing your assets onto the True Potential Wealth Platform**

Cotswold Financial Planning will receive units in True Potential LLP (a separate legal entity) in relation to the value of the assets placed on the platform which potentially may be of direct value to the firm in the future should this LLP be sold.

For placing any business on the True Potential Wealth Platform I am able to use the operational back office system of their sister company True Potential LLP (a non-regulated firm) free of charge. This additional benefit has no influence nor bearing on any advice I provide, but use of the system does enhance the quality of the service I provide to you.

## **Complaints**

If you wish to register a complaint, please write to Cotswold Financial Planning, 10a Astley House, Cromwell Park, Banbury Road, Chipping Norton, Oxon OX7 5SR or telephone 01608 651608.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

## **Data Protection**

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us, or any company associated with us, processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, please contact The Data Protection Officer on 01608 651608 or in writing at 10a Astley House, Cromwell Park, Banbury Road, Chipping Norton, Oxon OX7 5SR.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

**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.

**Law**

This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

**Termination of Authority**

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

**Declaration**

**Client consent**

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully in conjunction with the IDD before signing them. If you do not understand any point please ask for further information.

Please confirm to us in writing if you do not consent to us or any company associated with us processing any sensitive data as described above.

I/We confirm I am/we are aware of all the costs of the Financial Review and any ongoing service as covered in the Key Facts document and Service proposition you provided me/us with.

I/We confirm that we agree to the adviser being remunerated on the basis selected below:

By deduction from the contract	
By direct payment from ourselves	

**Please tick box(es) above as applicable to confirm your preferred method of remuneration**

Signed:	Date:
Print name:	

Signed:	Date:
Print name:	

Signed	Date:
(on behalf of Cotswold Financial Planning)	
Print name:	