

Client Agreement for Investments & Insurances.

Our services:

Portcullis Financial Planning Limited 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 do not** offer General Insurance contracts e.g. Buildings and Contents from a range of insurers.

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

- 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 initial disclosure document 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 disclosure document 'about our services and costs'. 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 Disclosure document together and if you have any questions you contact us immediately.

How we are paid

We charge for our services by way of an **Adviser charge**. This charge is based on a percentage of the amount you invest.

Or, We charge for our services by way of a **fee**. These fees are based on an hourly rate.

Or, We charge for our services by way of a **fee**. These fees are on a fixed fee basis.

VAT

Under current legislation our intermediation 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. Generally you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension contracts 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

Portcullis Financial Planning Limited 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.

Complaints

If you wish to register a complaint, please write to **Portcullis Financial Planning Limited of:**

Mere Lodge | Pear Tree Drive | Stourbridge | West Midlands | DY8 2LB or telephone **01562 510510**.

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.

<http://www.financial-ombudsman.org.uk/>

www.fscs.org.uk

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 **Disclosure Documents, Privacy Terms and Service Proposition** 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. Further information about consent and how we process your data can be found in the **Privacy Terms document**.

I/We confirm I am/we are aware of all the costs of the Financial Review and any ongoing service as covered in the Disclosure document and Service proposition you provided me 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 one of the boxes above to confirm your preferred method of remuneration**

Client 1 Name

Client Signature

Date of Issue

Signed

Client 2 Name

Client Signature

Date of Issue

Signed