

3 AV Wilding Estates, Guilden Sutton, Chester, CH3 7EX

T: 01244 319962

# Client Agreement for Investments & Insurances (Incorporating Our Value Service Proposition)

## **Our services**

Financial Fortress Ltd is able to act on your behalf in advising you on investments and noninvestment insurance contracts. We offer products and services as follows:

**Pensions & 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.

#### 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 you 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, without jargon using plain English where-ever possible.

## **Our Investment Services and Costs**

I have provided you with our "combined disclosure document". 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 are happy to proceed on this basis.

It is important that you keep this client agreement, service proposition and disclosure documents together and if you have any questions, please contact us immediately.

#### **How We Are Paid**

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

#### 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. 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

Financial Fortress Ltd 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 avoid any misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

# **Complaints**

If you wish to register a complaint, please write to Financial Fortress Ltd, 3 AV Wilding estates, Guilden Sutton, Chester, CH3 7EX or telephone 01244 319962. Any complaint should be addressed to a Director.

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**

Please refer to our separate **Data Protection document** for further details.

## **Anti-money laundering**

We are required by 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.

# **Valued Service Proposition**

This agreement is made between: **Financial Fortress Ltd, 3 AV Wilding Estates, Guilden Sutton, Chester, CH3 7EX.** 

And:

This agreement is supplementary to the Key Facts document, Client Agreement I have already discussed and supplied you with and sets out the basis on which we charge for our services.

We recognise that all our clients have different financial needs and objectives and we will build a plan appropriate to the needs of each client.

In order to clarify the expectations of all parties and to provide transparency of charges we set out in this document the services available and associated costs. Please feel free to contact us if you wish to discuss any aspect of these terms.

# **The Financial Planning Process**

There are four stages to the financial planning process, each of which is separately costed, although the initial consultation is at our cost:

- 1. Initial consultation
- 2. Financial Review and Recommendation
- 3. Arranging and Setting up your Investment
- 4. On-going Service and Reviews
- 5. Each of these services and the associated costs are explained below.

#### **Initial Consultation**

The initial consultation will comprise of:

- An initial meeting with one of our qualified financial advisers
- An opportunity to ask questions and understand what we do
- Opportunity for us to establish what your financial needs are
- Discuss our service propositions and costs involved

There is no charge for the initial consultation.

## **Financial Review and Recommendation**

We will carry out an extensive assessment of your financial circumstances at the outset to establish your financial planning requirements. This will include:

• understanding your situation by gathering information about your existing financial arrangements and full personal circumstances;

- understanding of your investment knowledge, attitude and tolerance towards investment risk;
- recommendation of an asset allocation model that matches your investment risk profile and the subsequent assessment and suitability of any existing investments;
- analysis and design of your investment strategy
- presentation of your recommendation;

There is no charge for the financial review and recommendation, unless specifically agreed otherwise.

# **Arranging and Setting up your Investment**

The arranging and setting up of our recommendation includes where appropriate:

- Handling of all fund and policy administration on your behalf
- Regular updates to keep you informed of progress
- Ensure all your documents are issued in line with your expectations
- Confirmation of all actions taken on your behalf in writing

Our fees for this part of the service are covered in detail within our Key Facts document and client agreement which should be read in conjunction with this document.

# **On-going Service and Reviews**

Your financial and personal objectives may change over time due to changes in your lifestyle or circumstances. We believe it is essential to ensure that the investment portfolio we recommend continues to meet your lifestyle and investment objectives. Our on-going review service offers:

- Structured reviews
- Assessment of your current circumstances and any changes to your plans that are needed
- Regular updates and information regarding your investments
- A choice of differing levels of support depending on your needs
- On-going support with correspondence and administration issues

We recognise that all clients do not have the same service requirements therefore even though we do provide a guideline by way of our different propositions you are free to choose the level of service that best suits your needs.

Our charges are guaranteed not to increase within the first 12 months of your contract with us. Should we need to increase our charges after this period, you will be given notice of this fact and the opportunity to decide whether to continue with the revised level of charges. It should be noted that it is not compulsory for you to sign up to one of our services and we do offer a transactional only service.

# Our fees for an on-going service and review are set out in the following table:

Service Proposition Schedule	Financial Fortress Proposition (including ongoing)	Financial Fortress Proposition (transactional)
Annual statement of holdings	✓	
24 hour-access to your portfolio via your own personal client web-site (where available)	<b>√</b>	✓
Secure messaging and updates	✓	✓
Ongoing access to our support team	✓	
Ongoing access to adviser weekdays 9am-5pm	✓	
Ongoing due diligence of your provider	✓	
Ongoing due diligence of your investments	✓	
6-monthly review pack delivered electronically and follow-up phone call	✓	
Minimum of one face to face annual review meeting to include:		
Review of Objectives	✓	
Review of Risk Profile	✓	
Review of Tax Changes	✓	
Cost based on the total value of your investments	1%	£nil
Additional Services Available at extra cost		
Detailed tax planning	✓	
Estate Planning	✓	
Optional Lifestyle Planning	✓	

The annual costs detailed above will be subject to negotiation and agreement in advance where you require additional investments to be reviewed or where additional services are required.

I/We would like to subscribe to the following on-going service option: (please tick the appropriate box)

# **Transactional only Client Service Option**

I/We understand that transactional only does not involve any on-going service and there is no fee
for this however, I understand that an initial adviser charge will apply.

Financial Fortress	Proposition incl	luding ongoing service
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I/W	e understand	that the fee f	for this serv	vice is 1%	of the v	value of	the relevant	investments	each
yea	r.								

# 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 Key Facts 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 processing any sensitive data as described in our <b>Data Protection document</b> .	us				
I/We wish for the cost of the on-going service to be paid by deduction from the policies we	hold				
I/We wish for the cost of the on-going service to be charged directly to me on a monthly/yobasis	early 🗌				
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 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 2 Name:					
Client 1 Signature: Client 2 Signature:					
Date of Issue:					
Signed on behalf of Financial Fortress Ltd:					
Adviser Name:					
Date:					