

## Client Agreement for Investments & Insurances

### Authorisation Statement

Executive Wealth Management Ltd is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates financial services in the UK and you can check our authorisation and permitted activities by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register). Our Financial Services Register number is 534018.

### Our services

We provide **independent investment advice**. We will consider a range of regulated products from the available market that can meet the investment objectives of a retail client, but we will only provide a recommendation to you when we know the product is suitable for your personal circumstances.

***You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise you may not get back the full amount invested.***

For **Non-investment protection contracts**, we are an intermediary and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection, critical illness.

For **general insurance contracts** we are an intermediary and will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. The insurers we consider will be listed to you when we carry out our research. It will be your responsibility to ensure the policy meets your demands and needs for building and/or contents, private medical insurance, accident sickness and unemployment.

Full details of the products we recommend will be confirmed in the product literature you will receive before it is arranged. We will inform you if any investment we recommend restricts future access to your capital.

### Your aims and objectives

Unless we notify you in writing to the contrary, we will be treating you as a "retail client" for investment business. 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.

Any advice or recommendation(s) we offer to you will only be given after we have assessed your needs and considered your financial objectives, attitude to risk and capacity to bear any losses. We will also take into account any restrictions that you wish to place on the types of products or investment strategy you would be willing to consider.

### Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, 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;
- Seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

## Instructions

We only accept instructions in writing (paper or electronic means) to aid clarification and avoid future misunderstandings. Please note we will not act on oral instructions to avoid any possible misunderstandings.

## Our Investment Services and Costs

We provide you with an initial consultation at our expense. This helps us to understand your financial objectives and will confirm how we can support you in working towards these. We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you.

## Financial Review and Recommendation

This can be a continuation from the initial discussion, where agreed, or a further appointment. This process covers the:

- gathering of information about your existing financial arrangements and full personal circumstances;
- understanding of your investment knowledge and attitude and tolerance towards investment risk;
- recommendation of an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings;
- preparation of our recommendations to you;
- Arranging a second appointment to explain and discuss our recommendations in detail.

Once you have agreed for us to undertake a review on your behalf, on completion of the work, we will invoice you a fee for our advice and services. The cost of this advice and service will be charged as per the list of fixed fees detailed below:

### Fixed Fee Menu

| Level of Review                       | Transactional Fee per person | Initial Fee with Ongoing Servicing |              |
|---------------------------------------|------------------------------|------------------------------------|--------------|
|                                       |                              | £ Per Individual *                 | £ Per couple |
| Cash Flow Forecasting                 | 450.00                       | 400.00                             | 600.00       |
| Limited Advice                        | 900.00                       | 600.00                             | 1000.00      |
| Top up on Existing Investment/Pension | 600.00                       | N/A                                | N/A          |
| Pension Annuity Advice                | 1000.00                      | N/A                                | N/A          |
| New Investment/Pension                | 1,500.00                     | 1,000.00                           | 1500.00      |
| Existing Investment Review            | 2,000.00                     | 1,500.00                           | 2,400.00     |
| Pension Review                        | 2,250.00                     | 1,800.00                           | 2,800.00     |
| Pension Drawdown Advice               | 2,500.00                     | 2,000.00                           | 3,200.00     |
| Full Financial Planning Review        | 3,000.00                     | 2,500.00                           | 4,000.00     |
| Inheritance Tax Planning              | 3,500.00                     | 3,000.00                           | 4,500.00     |
| Long Term Care Advice                 | 2,800.00                     | 2,400.00                           | N/A          |

\* Subject to a minimum of 12 months on this service.

**Please Note: Once you have signed the client review, and we have carried out the agreed work, should you decide not to take our advice, you will still be charged.**

We will issue an invoice within 7 days of completing your review, which can either be paid directly by you or deducted from your investment. We must receive full payment of the invoice amount within 30 days of issue unless you have elected for our fee to be deducted from your investment.

## **Policy Arrangement & Implementation**

Should you instruct us to proceed with any of our recommendations we will act for you in the following ways:

- Handle all fund and policy administration on your behalf;
- Provide regular updates to keep you informed of progress;
- Ensure all your documents are issued in line with your expectations;
- Provide confirmation of all actions taken on your behalf in writing.

## **Non-Investment Protection and General Insurance contracts**

When we arrange the sale of a protection or insurance contract, we will not charge you a fee, as we will receive a commission from the provider/insurer. The amount of this will be disclosed to you in the product literature.

## **Ongoing Services**

It is important to review every investment you hold and at regular intervals. At the time of, or prior to, our recommendation to you we will discuss our on-going service proposition. This is confirmed in our '**service proposition and engagement**' document which will be sent to you separately from this agreement.

## **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. In general terms you will normally have a 30-day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies. For investments this will typically start when funds are invested and for pure protection policies this will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product information issued to you.

If you cancel a single premium contract, you may incur a loss due to 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**

We are not permitted to handle client money 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) or handle cash.

## **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 immediately after we have received 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. We will issue all communications in English, unless agreed otherwise.

## **Material Interest**

We will act honestly, fairly and professionally known as conducting business in 'Client's best interest' regulations. 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 client's 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. Where this cannot be achieved, we will not conduct the business.

## **Complaints**

If you wish to register a complaint, please write to Executive Wealth Management Ltd, Groundwell Farmhouse, Woodcutters Mews, Swindon, SN25 4AU or telephone 01793 976162.

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 at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 023 4567.

### **Compensation Scheme**

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. For investment business you will be covered up to a maximum of £85,000.

Further information about these amounts and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

### **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.

### **Force Majeure**

Executive Wealth Management Ltd shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

### **Termination**

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 before signing them. If you do not understand any point please ask for further information.

I/We are aware of the costs of the Financial Review and Recommendation(s) and agree to the method and timing of these. I/We confirm that we agree to the adviser being remunerated on the basis selected below;

| Level of Review                       | Transactional Fee per person | Initial Fee with Ongoing Servicing |              |
|---------------------------------------|------------------------------|------------------------------------|--------------|
|                                       |                              | £ Per Individual *                 | £ Per couple |
| Cash Flow Forecasting                 | 450.00                       | 400.00                             | 600.00       |
| Limited Advice                        | 900.00                       | 600.00                             | 1000.00      |
| Top up on Existing Investment/Pension | 600.00                       | N/A                                | N/A          |
| Pension Annuity Advice                | 1000.00                      | N/A                                | N/A          |
| New Investment/Pension                | 1,500.00                     | 1,000.00                           | 1500.00      |
| Existing Investment Review            | 2,000.00                     | 1,500.00                           | 2,400.00     |
| Pension Review                        | 2,250.00                     | 1,800.00                           | 2,800.00     |
| Pension Drawdown Advice               | 2,500.00                     | 2,000.00                           | 3,200.00     |
| Full Financial Planning Review        | 3,000.00                     | 2,500.00                           | 4,000.00     |
| Inheritance Tax Planning              | 3,500.00                     | 3,000.00                           | 4,500.00     |
| Long Term Care Advice                 | 2,800.00                     | 2,400.00                           | N/A          |

Agreed Level of Review \_\_\_\_\_ £ \_\_\_\_\_

Transactional  Single Person  Joint

By deduction from the policy

By direct payment

**Please tick one of the boxes above to confirm your preferred method of remuneration**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of \_\_\_\_\_

Executive Wealth Management Ltd: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

NB: In relation to your chosen ongoing service a separate service agreement will be issued at the same time as this agreement.



# OFFICE COPY

## 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 before signing them. If you do not understand any point please ask for further information.

I/We are aware of the costs of the Financial Review and Recommendation(s) and agree to the method and timing of these. I/We confirm that we agree to the adviser being remunerated on the basis selected below;

| Level of Review                       | Transactional Fee per person | Initial Fee with Ongoing Servicing |              |
|---------------------------------------|------------------------------|------------------------------------|--------------|
|                                       |                              | £ Per Individual *                 | £ Per couple |
| Cash Flow Forecasting                 | 450.00                       | 400.00                             | 600.00       |
| Limited Advice                        | 900.00                       | 600.00                             | 1000.00      |
| Top up on Existing Investment/Pension | 600.00                       | N/A                                | N/A          |
| Pension Annuity Advice                | 1000.00                      | N/A                                | N/A          |
| New Investment/Pension                | 1,500.00                     | 1,000.00                           | 1500.00      |
| Existing Investment Review            | 2,000.00                     | 1,500.00                           | 2,400.00     |
| Pension Review                        | 2,250.00                     | 1,800.00                           | 2,800.00     |
| Pension Drawdown Advice               | 2,500.00                     | 2,000.00                           | 3,200.00     |
| Full Financial Planning Review        | 3,000.00                     | 2,500.00                           | 4,000.00     |
| Inheritance Tax Planning              | 3,500.00                     | 3,000.00                           | 4,500.00     |
| Long Term Care Advice                 | 2,800.00                     | 2,400.00                           | N/A          |

Agreed Level of Review \_\_\_\_\_

Transactional  Single Person  Joint

By deduction from the policy

By direct payment

**Please tick one of the boxes above to confirm your preferred method of remuneration**

Signed:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of  
Executive Wealth Management Ltd:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

NB: In relation to your chosen ongoing service a separate service agreement will be issued at the same time as this agreement.