

# DFM Financial Planning Limited

## CLIENT AGREEMENT

### Authorisation Statement

DFM Financial Planning Limited is an Appointed Representative of OPUS Independent Financial Planning Limited which is authorised and regulated by the Financial Conduct Authority ('FCA').

The FCA regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. Our Firm Reference Number is 815929. Our permitted business is advising on and arranging pensions, savings and investment products, mortgages and non-investment insurance contracts. You can check this on The Financial Services Register by visiting the FCA's website ([www.fca.org.uk/register](http://www.fca.org.uk/register)), or by contacting the FCA on 0800 111 6768.

### Our Services

We offer products and services as follows:

#### ▪ Investments and Pensions

We offer an independent advice service. This means that we will make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.

#### ▪ Non- Investment Insurance Contracts

We offer non-investment insurance products, for example term assurance, income protection and critical illness, from a range of insurers.

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 you decide to proceed, 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.

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.

With very few exceptions, we will confirm to you in writing the basis of our recommendations, along with details of any special risks associated with the products recommended.

We will issue any documentation/recommendations, and any other communication, to you in English. We may communicate with you by telephone, post, email, fax or in person.

We offer both initial and ongoing services. Any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay a fee. Our ongoing services are optional, however, where you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.

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 ('FOS').

### Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interests of our clients are 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 they meet your expectations or to identify any improvements required.

## How We Charge

We operate solely on a fee basis when conducting the regulated provision of advice and execution of transactions in investments and pensions. We will advise you in advance of the fees payable before we commence any work on your behalf.

We will provide you with our Service Proposition. This document explains the fees associated with our services, both initial and ongoing, and explains when the fees will become due and how you may settle these fees. We will advise you of any changes before undertaking any work on your behalf.

For non-investment insurance products, we will normally receive commission from the provider. We will inform you of the amount of commission before we carry out any business for you. Where we do not receive commission, we will inform you of the specific fee to be charged for advising on and arranging the relevant product, before we ask you to confirm that you wish to proceed with the advice and recommendation.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will confirm the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid in writing. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the insurance company.

## VAT

Our fees will be VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you. Charges for the ongoing service will not be liable to VAT (unless the initial service was liable to VAT) where both the initial and ongoing services are part of the same package.

## 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 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, protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

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.

## Investment Performance and Risk

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may, therefore, not be possible to deal in the investment or obtain reliable information about its value.

## 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.

## 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.

### **Providing Information**

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. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

### **Conflict of Interest**

We will endeavour always to act in your best interests. However, occasionally situations may arise where we, or one of our other clients, 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.

### **Complaints**

If you wish to register a complaint, please write to or telephone DFM Financial Planning Limited at 7 Arden Court, Arden Road, Alcester, Warwickshire. B49 6HN or 01789 400550.

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.

### **Financial Services Compensation Scheme**

We are 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.

Most types of investment business are covered up to a maximum limit of £50,000, whereas insurance business is covered for 90% of the claim, without any upper limit.

We may also, on occasion, advise on other financial products which are not regulated by the FCA. The FSCS does not apply to any of these products.

Further information about this compensation scheme arrangement is available from the FSCS.

### **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.

We may also contact you, or pass your details to other companies associated with us to contact you (including by telephone), with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested. 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, or contacting you for marketing purposes, please contact The Data Protection Officer on 01789 400550 or in writing at DFM Financial Planning Limited, 7 Arden Court, Arden Road, Alcester, Warwickshire. B49 6HN.

We 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.

**Force Majeure**

DFM Financial Planning Limited 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 of Agreement**

You or we may terminate this agreement, and our authority to act on your behalf, at any time without penalty, by either party giving seven days' notice in writing to that effect to the other. 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 transactions made prior to termination and any fees outstanding, if applicable.

**Law**

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

**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 acknowledge that the agreement will come into effect from the date of issue.

I/We authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 1998, between DFM Financial Planning Limited and any relevant third parties. I/We agree that DFM Financial Planning Limited, or any such third party, may contact me/us in the future by any means of communication (including by electronic communication, for example, email) considered appropriate at the time.

I/We are aware of the fee schedules for the offered services, and the methods and timing of payment of fees.

<b>Issued By For and on behalf of DFM Financial Planning Limited</b>	
<b>Signature</b>	
<b>Date of Issue</b>	
<b>Client Name</b>	
<b>Client Signature</b>	
<b>Client Name</b>	
<b>Client Signature</b>	