**Client Agreement for Investments & Insurances**

**This document must be read in conjunction with our Service Proposition & Engagement**

**Authorisation Statement**

Thompson Cavendish Ltd is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA’s website [www.org.uk/firms/systems-reporting/register](http://www.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768. Our FCA number is 814454.

**Our services**

Thompson Cavendish Ltdis able to act on your behalf in advising you on investments and non-investment insurance contracts. We offer products and services as follows:

**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.

* **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**.**

We offer you an initial discussion (without 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 and 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.

**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.**

**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 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 to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

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 conclusion of any contract.

We will issue any documentation/recommendations and any other communication to you in English (unless agreed otherwise).

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

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.

**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.

**Our Investment Services and Costs**

We provide you with an initial consultation free of charge. 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.

We charge our services by way of a fee. These fees are based on a percentage of the amount you invest.

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.
* There will be no charge for these meetings.

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.

Policy Arrangement & Implementation – Lump Sum Investments or Transfers and Regular Premium Savings or Investments

* Our charge for this service is based on a percentage of the amount you invest and/or transfer. This amount will be 3% of the amount invested.

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you.

Example 1; if we arrange an investment on your behalf for £10,000 our implementation fee would be £300.

Example 2; if we arrange investments on your behalf totalling £100,000 our implementation fee would be £3,000.

Example 3; if we arrange investments on your behalf totalling £300 per month we would not charge any initial fee.

There is no charge for any regular premium business.

Ongoing Reviews and Changes to Existing Investments

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.

We do not offer a “transactional only” service.

Should you decide to cancel our agreement to provide on-going services you must provide written confirmation of your decision and we will cease payments for these services within 7 business days and after collection of any due proportion of any period charges.

**Our Protection Services and Costs**

Similar to our investment services above, we will provide you with a personal and financial review prior to making our recommendation(s) to you. Should you accept our recommendation(s) we will arrange the implementation of this/these for you. The reasons for our recommendations will also be provided to you in a written report.

We do not charge a fee for our protection services as we will normally receive commission from the policy provider. You will not be subject to VAT for this service.

**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 pure protection policies the start of the cancellation period 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. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. 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.

**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.

**Cient money**

Thompson Cavendish Ltdis 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 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 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 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.

In accordance with the rules of our regulator, The Financial Conduct Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

**Complaints**

If you wish to register a complaint, please write to Thompson Cavendish Ltd at Unit 2, Kew Bridge Piazza, 8 Kew Bridge Road, London TW8 0FJ , or telephone 07973 933028.

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 themon0800 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 £50,000.

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 theEnglish Courts.

**Force Majeure**

Thompson Cavendish Ltdshall 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 where appropriate, the Policy Arrangement and Implementation services 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;

|  |  |
| --- | --- |
| By deduction from the policy  |  |

|  |  |
| --- | --- |
| By direct payment  |  |

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

Client 1 Name ....................................................

Client Signature .....................................................

Date of Issue .....................................................

Client 2 Name ....................................................

Client Signature .....................................................

Date of Issue .....................................................

Signed on behalf of .....................................................

firm

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