

MOVING AHEAD

PENSIONHELP  
DIRECT  
**CLIENT  
AGREEMENT**



**Pension**  **Direct**



## The Pensionhelp Direct **Client Agreement**

This is our standard Client Agreement upon which we intend to rely and it is governed by the law of England. Any disputes will be dealt with in this jurisdiction. 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.

### Who Are We?

Pensionhelp Direct is a trading style of Pensionhelp Ltd. Pensionhelp Ltd is authorised and regulated by the Financial Conduct Authority..

Pensionhelp's address is **Pensionhelp Direct, Lloyds House, 18-22 Lloyd Street, Manchester, M2 5WA**  
**Tel: 0161 537 3270.**

The FCA firm registration number of Pensionhelp is 754665. This can be viewed on the FCA's firm register at <https://register.fca.org.uk/s/> or by contacting the FCA on **0800 111 6768.**

The FCA's address is **12 Endeavour Square London E20 1JN**

# About This Document

Under the rules and guidance of our regulator the FCA, we are required to disclose to all clients the information contained within this document. Please sign this document once you are happy with its content, retaining one copy for yourself and returning one copy to your adviser. The Terms and Conditions will become effective once Pensionhelp Direct has received the duplicate signed copy and will apply until terminated by either party.

## Services We Offer

Pensionhelp Direct provides independent financial advice. We will advise and make recommendations for you after we have assessed your needs. Our recommendations will be based on a comprehensive and fair analysis of the whole of the relevant market.

All clients are able to select a preferred method of paying for our services as outlined below.

## Communications

Communications and correspondence between you and the firm will be made in English unless otherwise agreed by your adviser.

All transactions undertaken by the adviser and instructions made by you must be provided in writing.

In the interest of security, we may monitor and/or record your telephone calls with us.

## Fees & Charges

Not all firms charge for advice in the same way. We will discuss service and payment options with you as detailed in the document called "services and fees" and confirm these once we have assessed the advice in a document called 'Your Personalised Charges'. We will answer any questions you have. We will not charge you anything until you have agreed how we are to be paid after receipt of the Personalised Charges letter.

For investment business, we will agree a fee with you and offer you the choice of whether to pay that fee directly to us or arrange for the product provider to pay us by deducting the amount from your investment. For example if you wanted to invest £100,000 and the agreed fee was £4,000 the net amount invested, would be £96,000 (total amount minus the fee). The fee could either have been paid directly to us by the client or the provider may deduct from the gross investment amount and pay the fee to us.

For certain types of business (eg protection advice) we are paid a commission by the insurance provider. This is how we are compensated for this type of service, meaning you won't see a separate charge from us. We are committed to transparency and will always disclose the commission we earn for this advice.

We cannot be held responsible for any contract alteration where you have acted without our advice. If you contact a provider to increase or otherwise change a contract that we have arranged for you, we may receive a payment from the provider. If this happens, we will tell you, in writing, how much we receive.

Pensionhelp Direct may receive monetary or non-monetary benefits from product providers / fund managers to assist in the training and development of its advisers. Such benefits fall within the Financial Conduct Authority's rules on reasonable benefits and do not impact on your adviser's ability to act in your best interests.



## Provision of Personal Information

In order to advise you properly, we must obtain certain information from you about your financial and personal circumstances to assess the suitability of particular products and services. We will identify your investment objectives, preference for risk taking, capacity for loss, experience and knowledge in relation to financial transactions and we will confirm our recommendations to you in writing.

## Ongoing Advice

Any on-going advice arrangements will be agreed between us and confirmed in the document entitled 'Your Personalised Charges'.

## Risk Warnings

In all cases we will communicate the risks of acting and not acting on our recommendations to you both verbally and in writing. The performance of an investment is not guaranteed and you are not certain to make a profit. The value of funds can go down as well as up.

Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in your suitability report. 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.

## Unregulated Financial Products

Our services may also include advice on investments relating to, or executing transactions in unregulated financial products including non-mainstream pooled investments such as unregulated collective investment schemes (UCIS). Accordingly, we will carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you.

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

## Client Money

Neither Pensionhelp Direct or your adviser are authorised to handle client money.

All cheques for premiums, investment monies of any kind and lender and professional fees must only be made payable to the life assurance company, friendly society, or investment management group or firm providing the product or service concerned.

Under no circumstances should a cheque for premiums or investment monies of any kind be made payable to your adviser and/or Pensionhelp Direct.

Invoices for services provided by Pensionhelp Direct will be issued by and are payable to Pensionhelp Direct.

## 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 provided 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.

*Please be aware, in the event of cancellation the ceding scheme is under no obligation to accept the funds back and generally they do not.*

## Protecting Your Personal Information

We take our responsibilities for your data very seriously and we are committed to doing the right thing when it comes to how we collect, use and protect your personal data. Full details are contained in our separate 'Privacy Notice' it explains why we collect your personal data, the type of personal data we collect and how we use it when providing your services to you. It also explains the rights and choices you have when it comes to your personal 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.

## Best Execution

In transmitting investment applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

## Legal And Accounting Advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

## 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.

## Client Classification

All clients must be identified as either Retail or Professional Clients. In your case we will identify you as a Retail Client. Retail Clients are by far the largest category of client. These clients rely on the firm to provide regulated advice and are therefore owed the highest duty of care by their adviser.

Professional Clients are clients who by their profession or investment experience may wish to be treated as a Professional Client. Should you elect to be a Professional Client we will give a written warning that you will lose the benefits of the arrangement under the Financial Services and Markets Act 2000 (except where there is a distance contract in place) which provides for the protection of clients.

## Distance Marketing Directive

On occasions when it may be necessary to conduct our business without any personal contact, we will advise you if this requires the creation of a distance contract between us. In this contract, you will be provided with additional information as required by the directive.

## Complaints & Redress

Pensionhelp Direct takes care to provide the highest standards of service. However, in the event that you should have a complaint, please contact the Compliance Manager at **Pensionhelp Direct on 0161 956 2328** or in writing to **Compliance Manager, Pensionhelp Direct at Pensionhelp Direct, Lloyds House, 18-22 Lloyd Street, Manchester, M2 5WA.**

We will formally acknowledge your complaint and send you a copy of our formal complaints procedure. We will investigate the matter in line with our procedures and in accordance with the FCA Rules and will report our findings. If you are still unhappy with the outcome you will have the right to take an eligible complaint to the Financial Ombudsman Service and we will provide details of how to do so at that stage.

We are covered by the Financial Services Compensation Scheme – FSCS. If you make a valid claim against the company in respect of the advice provided and we are unable to meet our liabilities in full, you may be entitled to redress from the FSCS. The FSCS provides protection against an authorised investment firm going out of business.

If your complaint relates to products or services you have bought from us online, or by any other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>

## Termination

This agreement may be terminated, in writing, by either party giving not less than 10 business days' notice to the other party, but without prejudice to the completion of transactions already initiated. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable.

Ongoing services can be cancelled at any time without penalty by simply informing us in writing, but please note that we reserve the right to charge you for services provided prior to cancellation.

## The Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we, or an investment or insurance provider we recommend, are unable to meet our financial obligations.

The amount of protection available will depend on the type of business and the circumstances of the claim.

The current key compensation limits relevant to the services we provide are:

### **Investment Advice and Investment Claims:**

The limit for claims against our firm, or claims against an investment platform (including SIPP Operators) for their failure, is £85,000 per eligible person, per firm.

### **Long-Term Insurance Claims (Annuities and Life/Protection Policies):**

For claims against an insurer if they fail, relating to contracts such as annuities, life assurance, and certain pension contracts, the protection is 100% of the claim, with no upper limit.

### **General Insurance Intermediation:**

For claims against an insurance broker (or your adviser in this capacity) in respect of advising on or arranging non-compulsory general insurance (e.g., home or motor insurance), the cover is 90% of the claim, with no upper limit.

**Important Note:** The FSCS does not cover you if the value of your investments falls because of market movements or poor performance. It only covers losses arising from the failure of an authorised financial services firm.

For comprehensive details on FSCS eligibility rules, the products that are protected, and any compensation limits, please refer to the official FSCS website: <https://www.fscs.org.uk/what-we-cover/>

## Professional Indemnity Insurance

Pensionhelp Direct Limited maintains Professional Indemnity Insurance.

### Your Responsibilities

All answers on proposal forms or any other document or statement made are your responsibility. You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy or at renewal but it also applies throughout the life of the policy. If you fail to disclose any material information to the insurance company this could invalidate the policy and mean that claims may not be paid. You should check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

You should read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. You should pay particular attention to any warranties and conditions as failure to comply with them could invalidate your policy.

You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. We strongly advise you to retain copies of all correspondence that you send us, for your own protection.

### Conflict Of Interests

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may 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.

<b>Client One</b>	
Signed	<input type="text"/>
Print Name	<input type="text"/>
Address	<input type="text"/>
	<input type="text"/>
Date	<input type="text"/>

<b>Client Two</b>	
Signed	<input type="text"/>
Print Name	<input type="text"/>
Address	<input type="text"/>
	<input type="text"/>
Date	<input type="text"/>



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Pensionhelp Ltd is authorised and regulated by the Financial Conduct Authority.