

## **Client Agreement for Investments & Insurances & Engagement and Service Proposition**

### **Authorisation Statement**

**Anders Bayley Scott Ltd** is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and their address is 12 Endeavour Square, London E20 1JN. You can check this on the FCA's Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

### **Our services**

**Anders Bayley Scott Ltd** is able to act on your behalf in advising you on investments and non-investment insurance contracts. We offer products and services as follows:

- **Investments** - we offer an Independent advice service and 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, 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.
- **General Insurance Contracts** – we offer general insurance contracts, e.g. Personal Accident & Sickness, from a range of insurers.

We offer you an initial discussion (at our cost) 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 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 and as a “consumer” for insurance 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.

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.

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).

## **ANDERS BAYLEY SCOTT LTD**

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 Conduct 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;

### **Our Investment Services and Costs**

We provide you with an initial consultation at our cost. 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 for our services by way of a fee. These fees are based on a percentage of the amount you invest or, for consultancy work, on a time-charge basis.

To assist us with the delivery of our investment services, we use several tools which allow us to analyse our clients' attitude to risk using a range of psychometric questions and providing clients with a view of the consequences of their decision through an indication of the likely range of returns and possibly, also the production of expected gains and losses based upon the clients' risk choices.

### **Financial Review and Recommendation**

This can be a continuation from the initial discussion, where agreed, or a further appointment. This includes 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;
- preparations of our recommendations to you;
- arranging a second appointment to explain and discuss our recommendations in detail.

There is usually no charge to you for time spent gathering information and understanding your requirements. However, in complex cases, we retain the right to charge a fixed fee of up to £500 to cover time costs, payable on provision of the report containing our recommendations to you. This fee will be waived wholly or in part should you decide to implement any of our recommendations.

Fees for the provision of investment recommendations will be agreed before the preparation of our recommendations. All fees are agreed before any work is undertaken.

**Policy Arrangement & Implementation**

**Lump Sum Investments or Transfers (Bespoke Service Clients)**

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 all actions taken on your behalf in writing.

Our fees for this are calculated using the following tables:

Amount	Fee Payable within band
For sums up to £100,000	3.0%
For sums above £100,001 up to £500,000	1.5%
For sums above £500,001 up to £1 million	1.0%
£1 million +	0.5%

Fees are also payable on additional investments or when you add to your existing portfolio

**The minimum fee payable is £500**

This payment can either be deducted from your investment upon receipt by the policy provider or paid directly by you. Where we receive such a payment we will waive our 'financial review and recommendation' fee by the same amount.

Example 1; if we arrange an investment on your behalf for £10,000, our standard fee would be £300. However, as this is less than our minimum fee of £500, you would be charged a balance of £200

Example 2; if we arrange investments on your behalf totalling £200,000, our fee would be £4,500, calculated as follows: £100,000 at 3.0% = £3,000 and £100,000 at 1.5% = £1,500 = Total of £4,500.

Where you have existing investments through Anders Bayley Scott Limited, these investments will be taken into account when assessing the level of fees charged. For example, where £200,000 has already been invested, a further investment of £50,000 would be charged at the rate of 1.5%

**Transactional Clients**

For 'Transactional Clients', who require only initial advice and do not want our ongoing services, a charge of up to 5% of the amount you invest and/or transfer is made.

Example 1; if we arrange an investment on your behalf for £5,000, our standard implementation fee would be up to £250. As this is less than our minimum fee of £500, you would be charged a balance of £250.

Example 2; if we arrange investments on your behalf totalling £200,000 our implementation fee would be up to £10,000, depending upon the complexity of the transaction.

**Policy Arrangement & Implementation – Regular Savings or Investments**

Our charge for implementing a regular premium savings or investment plans is a fixed fee of £500, payable directly by you, to Anders Bayley Scott Ltd, before the contract is arranged.

**On-going Reviews and Changes to Existing Investments (Bespoke Service Clients)**

We will discuss our on-going services during our initial consultation. These services include, but are not limited to, providing you with:

- structured reviews to give you peace of mind;
- an assessment of your circumstances and any changes to your plans that are needed;
- regular updates and information regarding your holdings;
- a choice of differing levels of support depending on your needs;
- on-going support with correspondence and administration issues.

Details of these different levels of service are contained later in this document, in the section headed 'Engagement and Service Proposition'. We will agree separately the level of on-going services at the time of, or prior to, making our recommendations to you. We charge 0.5%pa based on the value of your investments. So, if the value of your investments totalled £150,000, our yearly fees would be £750pa, payable monthly or quarterly in arrears. The amount you pay will fluctuate with the value of your investment; if your investment rises in value, the amount you pay us also increases and if your investment falls in value, the amount you pay us falls. Any change to the level of services throughout this agreement will result in pro-rata charge being applied.

The charges listed above can be deducted from your investments or paid directly by you. You should note that when paid though the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report.

Should you decide to cancel our agreement to provide on-going services, you must provide written confirmation of your decision. Payments would then cease payments for these services within 7 business days or after collection of any due proportion of any period charges. Where this brings you into the category of 'Transactional Client', you may be charged a residual fee you would otherwise have paid as a 'Transactional Client' for the initial advice and services.

**All other work, whether transactional or non-transactional, will be conducted on a strict hourly rate of £225.00 per hour (plus VAT, where applicable), with a minimum of £750 for an ad-hoc review. For the most complex work, a higher fee rate will apply due to Professional Indemnity costs and will be quoted to you before work commences.**

**Our Insurance and Protection Services and Costs**

Similar to our investment services above, we will provide you with a personal and financial review prior to making our recommendations to you. Should you accept our recommendations, we will arrange the implementation of 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 insurance and protection services as we will normally receive commission from the policy provider. You will not be subject to VAT for this service.

## **ANDERS BAYLEY SCOTT LTD**

### **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 or investment. In general terms, you will normally have a 30 days' cancellation period for life, pure protection, payment protection or pension policy and a 14 days' 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 or investment, 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**

**Anders Bayley Scott Ltd** is not permitted to handle client money and we cannot accept cash or a cheque made out to us (unless it is in respect of an item for which you have been sent 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 aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are subsequently 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 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 payment (Commission or other non-monetary benefit) which is likely to conflict with the duty of the firm to its clients.

## **ANDERS BAYLEY SCOTT LTD**

### **Complaints**

If you wish to register a complaint, please write to **Anders Bayley Scott Ltd, The Old Station Master's House, Station Road, Stoke D'Abernon, Cobham, Surrey KT11 3BW** or telephone **01932 867641**.

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.

Investment business will normally 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 FCSC at <http://www.fscs.org.uk/what-we-cover/products>.

### **Data Protection**

The information you provide to us is subject to the Data Protection Act 1998 (the "Act"), now surpassed by the General Data Protection Regulations. We require your consent to allow us or any company associated with us to process, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. How we deal with your personal data and your rights are covered separately by our Privacy Agreement.

### **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**

**Anders Bayley Scott 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 affected 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.

Please tick this box if you do **not** consent to us or any company associated with us processing any such sensitive personal data.

Please tick this box if you do **not** wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone or SMS.

I/We are aware of the costs of the Financial Review and Recommendations, and where appropriate, the Policy Arrangement and Implementation services and agree to the method and timing of these.

**Transactional only Client Service Option**

I/We understand that as there is no on-going service, there is no on-going fee and that any subsequent request for services will carry a charge.

**Bespoke Service Option**

I/We understand that the fee for this service is 0.5% of the value of the relevant investments each year

My/Our preferred method of paying these costs is (please tick as appropriate);

Where possible, by deduction from the policy	<input type="checkbox"/>
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Please note that, when paid through the investments, it may reduce your personal tax thresholds and/or exemption levels. Where this happens, we will discuss it with you and confirm it in your personal recommendation report.

By direct payment	<input type="checkbox"/>
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Signed: .....

Signed: .....

Print Client 1 Name: .....

Print Client 2 Name: .....

Date: .....

Date: .....

Signed on behalf of **Anders Bayley Scott Ltd:** .....

Print Name: .....

Date: .....

**Engagement and Service Propositions**

Where the value of your investments rises, then the fees for this service will increase, conversely, if the value of your investments falls, the cost of this service will decrease.

<b>SERVICE LEVEL</b>	<b>Bespoke Service</b>	<b>Transactional only</b>
Annual rebalancing of portfolio	✓	
Annual Valuations	✓	
Offer of an Annual Review by telephone, email, post or face to face meeting	✓	
Annual reassessment of objectives, risk profile and asset allocation (if required)	✓	
Sorting through paperwork since last review	✓	
Access to Adviser	✓	
Ad hoc telephone advice on general queries	✓	
Valuations on request	✓	
Online access to valuations (if required)	✓	✓
Maintaining and updating of our client records	✓	✓
Referral to local solicitor and/or accountant (if required)	✓	✓
<b>Ad Hoc Review</b> (For the most complex work, a higher rate will apply)		<b>£225.00 per hour (Min £750)</b>
<b>Annual Cost based on the total value of your investments</b>	<b>0.5%pa (Minimum £500)</b>	<b>N/A (£Nil)</b>



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By direct payment	<input type="checkbox"/>
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Signed: .....

Signed: .....

Print Client 1 Name: .....

Print Client 2 Name: .....

Date: .....

Date: .....

Signed on behalf of **Anders Bayley Scott Ltd:** .....

Print Name: .....

Date: .....

**Engagement and Service Propositions**

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Annual Valuations	✓	
Offer of an Annual Review by telephone, email, post or face to face meeting	✓	
Annual reassessment of objectives, risk profile and asset allocation (if required)	✓	
Sorting through paperwork since last review	✓	
Access to Adviser	✓	
Ad hoc telephone advice on general queries	✓	
Valuations on request	✓	
Online access to valuations (if required)	✓	✓
Maintaining and updating of our client records	✓	✓
Referral to local solicitor and/or accountant (if required)	✓	✓
<b>Ad Hoc Review</b> (For the most complex work, a higher rate will apply)		<b>£225.00 per hour (Min £750)</b>
<b>Annual Cost based on the total value of your investments</b>	<b>0.5%pa (Minimum £500)</b>	<b>N/A (£Nil)</b>