

## **Client Agreement document for Illingworths insurance & financial services**

### **INVESTMENT SERVICES**

Illingworths insurance and financial services is a trading style of J Illingworth & Co Ltd who are permitted to advise on and arrange (bring about) deals in investments.

Independent advisers must conduct a fair and comprehensive analysis of the whole market for each type of product. Not all financial advisers are independent and therefore are confined to advising on a limited number of providers, products types or product ranges, which is known as restricted advice. We are independent and we provide full financial planning advice and we consider impartially the products of all relevant companies and recommend whatever course of action we consider to be in our clients' best interests.

With regard to investments which we have arranged for you, how these are reviewed in the future will depend upon the service level we agree together. We may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

**Illingworths does not handle clients' money.** We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges or disbursements for which we have sent you an invoice).

### **CLIENT CATEGORISATION**

In providing investment services to you, we will categorise you as a retail client. The type of client category will determine the level of protections afforded to you under the regulatory system. As a retail client the regulatory protections available to you are determined by this category and will be the highest available.

As a retail client we will also exclude certain investment types from our advice process which we believe to be unsuitable in nature for a retail investor due to their risk and/or illiquidity.

Where we have categorised you other than as a 'retail client', you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to agree to such a re-categorisation on a case-by-case basis, and where we agree to do so it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

### **CONFLICT OF INTERESTS**

Illingworths offer advice in accordance with that disclosed to you in our initial disclosure document. Occasions 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.

### **TERMINATION OF AUTHORITY**

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated, which will be completed according to the Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any fees which may be outstanding.

### **RIGHT TO WITHDRAW**

In the case of many packaged investment products – such as life assurance contracts, personal pension schemes, investment bonds, and collective investment arrangements (e.g. unit trusts), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features document) and/or we may provide details of such rights in a separate communication.

In the case of a non-packaged product ISA (e.g. direct equity ISA), we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

### **CLIENTS RISK**

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance.

### **HOW WE CHARGE YOU FOR OUR SERVICES**

We charge for our services on the basis of an hourly fee or an adviser charge. We will discuss the payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. There may be other costs and taxes (such as VAT) related to transactions in connection with our advice that are not paid via us or imposed by us but that may arise.

For non-investment insurance contracts we may be paid a fee or commission from the provider we place the business with. We will tell you if we receive a fee from the provider and can offset this fee against our usual charges.

We may also receive some form of benefit if we introduce business to a product provider or another firm. We will tell you before the transaction if we are likely to receive some form of benefit from recommending any product to you, or from working with any product provider or firm.

Examples of the cost of our services is included within the 'Keyfacts about our services and costs' disclosure document.

Should you choose to cancel a policy and Illingworths suffers clawback of commission paid, Illingworths reserves the right to charge a fee commensurate to the time spent in advising you in line with the rates quoted in the 'Keyfacts about our services and costs' document.

### **ACCOUNTING TO YOU**

We will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

### **INVESTMENT OBJECTIVES & RESTRICTIONS**

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be identified during our discussions with you and confirmed in the suitability report that we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

### **BEST EXECUTION POLICY**

It is in the interests of our clients and Illingworths that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. shares. We are required under the Rules of the Financial Conduct Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

### **MODE OF COMMUNICATION**

We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods.

### **DATA PROTECTION STATEMENT**

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.

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 commission or alleged commission 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.

- Please tick this box to confirm your consent to us or any company associated with us processing any such sensitive personal data.
- If you are happy for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS, please tick this box.

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 01904 464800 or in writing at Newgate House, 1 Newgate, York, YO1 7LA

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purposes. 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.

### SERVICE LEVEL

We operate three service levels for our retail clients. The level that will apply to you will be agreed with your adviser and will be determined by the fees agreed between you and your adviser.

### CLIENTS CONSENT

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within, including the authorisation to transfer information between parties as described above. If there are any terms within this agreement that you do not understand, please ask for further information. The Client Agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the ‘date of signature box’ below, unless otherwise stated.

We acknowledge receipt of:

- Business card
- Keyfacts about our services and costs
- Client Agreement

The service level agreed between you and your adviser is :

- Hourly fee
- Adviser charge:
  - Partnership
  - Advisory
  - Transactional

The cost for our advice and services is / is approximately (delete as appropriate):

Initial charge:

£ .....  
Paid:  directly to us  
 deducted from product

Ongoing charge (based on current value):

£ .....  
Paid:  directly to us  
 deducted from product

Client Name(s) \_\_\_\_\_

Client signature(s) \_\_\_\_\_

Date of signature(s) \_\_\_\_\_

Date of Issue (if different) \_\_\_\_\_

