# Client Agreement (April 2023 Version)

Prepared for:

**An Example Client** 

By:

**Steve Prosser Financial Services Director** 

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# Introduction

The objective of this document is to provide you with an overview of Warr & Co Independent Financial Advisers Limited and to introduce our services to you in more detail. From this you may then agree a service and advice remuneration solution that best suits your needs.

Should you have any questions regarding any element of this, please do not hesitate to ask ourselves.

# Company Background

Warr & Co Independent Financial Advisers Limited (a company registered in England & Wales – Company No. 07883441) is directly authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 572605. You may check this on the FCA's register by visiting <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a> or by contacting the FCA on 0800 111 6768.

Having been an integrated part of Warr & Co Chartered Accountants for over a decade, we became a separate company with effect from October 2011, initially as a partnership and then, with effect from July 2012, as a limited company.

Whilst we are based in Stockport, Cheshire we cover a broad geographical base with clients the length and breadth of the UK.

We comprise of two Directors, Jeff Crewdson and Steve Prosser, each of whom has over 25 years experience in the financial services industry. As a consequence, we consider ourselves to be experienced and accustomed to all aspects of financial planning including that related to, financial protection, savings & investments, pre & post retirement solutions and tax saving strategies.

Our investment advice is unbiased and solutions to your financial planning needs are sourced from a fair analysis of the market rather than from a small, limited panel. Our financial protection advice is given from a wide range of insurers.

We offer a wealth of experience in dealing with a broad range of clients, which includes sole traders, partnerships, contractors, limited companies, professionals and high net worth individuals.

Warr & Co. Independent Financial Advisers Limited accepts Treating Customers Fairly (TCF) as an integral element of our financial planning work ethic and helps determine the success of our firm. The interests of our clients are paramount and central to our business plan. We therefore strive to perfect our service standards and continually improve the transparency with which we act for our clients. This will be achieved by way of the on-going review of our work practices and advice processes so that we have a working model that is fair to all our customers, and be proved to be so. Please may we refer you to our TCF policy on page 24 of this document.

# Our Staff

# Advisers

| Name          | Title    | Qualification                     | Role                                   |
|---------------|----------|-----------------------------------|--|
| Jeff Crewdson | Director | Chartered<br>Financial<br>Planner | Independent Financial<br>Adviser (IFA) |
| Steve Prosser | Director | DipPFS,<br>Cert CII (MP)          | Independent Financial<br>Adviser (IFA) |

# Support Staff

| Name          | Title                      | Role  |
|---------------|----------------------------|---|
| Emma Rose     | Administrator              | New business processing & general client administration |
| Jenny Hannant | Part-time<br>Administrator | New business processing & general client administration |

### **Initial Advice Process**

As independent financial advisers (IFAs), we will work for our clients to source the most appropriate solutions from a fair analysis of the market.

### Free Initial Consultation

Regardless of your needs or preferred approach, your initial consultation with ourselves is at our expense. If you do not wish to take matters further, you are under no obligation to do so.

During our first consultation, we will discuss your financial planning needs and requirements and how we can help you satisfy these.

Providing you are happy to move matters forward, we will discuss our client service proposition and agree the advice remuneration basis that best suits your needs and requirements.

### Getting to Know You

During this meeting, or as soon as practicable thereafter, we will have a more detailed discussion regarding your circumstances. In order to record these formally for our records, we will ask you to complete our financial questionnaire and perhaps further supplementary questionnaires dependent upon the specific advice you require. This establishes a base of information upon which we can ensure that the advice we provide is wholly appropriate.

This is not a one off occurrence as your needs and requirements are likely to vary over time due to changing circumstances.

In order to complete a comprehensive picture of your financial situation, we will often, subject to written permissions, bring together information relating to existing policies or investments.

We will not make any recommendations until this part of the process is complete.

One very important aspect of engaging a client is the need to satisfy Money Laundering regulations. In this regard, we will be required to see, and keep suitable copies on file, proofs of identification and residence. In respect of proof of identification, this will usually be in the form of either a valid passport or driving license (both photo card and paper document where appropriate). With regard to residence, this will usually be in the form of a utility bill (not mobile phone bill) or bank statement confirming name and address that must be from within the last 3 months. Due to the nature of these documents, they will be returned by Special Delivery or hand delivered. When providing them, we strongly recommend the same.

### Prepare And Discuss Our Recommendations

Once the 'getting to know you' phase has been finalised, we will undertake comprehensive research and formulate our ideas regarding suitable solutions.

It is important to note that in progressing to this stage, should you not proceed with our recommendations, we will charge a fee based upon the lower of the time incurred or the agreed fee that would have otherwise been payable had the advice process been concluded. Should you simply defer implementing our recommendations, then an interim fee will be agreed and charged directly to you with an appropriate offset or balancing payment as and when you proceed.

Based upon your identified needs and objectives, we offer products and services as follows: -

- Investment / Pension / Annuity Planning We offer an independent advice service and will recommend an appropriate solution based upon a comprehensive and fair analysis of the market. We will place no restrictions on the Investment Markets we will consider before providing investment recommendations, unless you instruct us otherwise. We will, however, only make a recommendation when we know it is suitable for you.
- Non-investment related financial protection contracts We offer non-investment protection products e.g. term assurance, income protection and critical illness from a wide range of insurers.
- Mortgage Planning Warr & Co Independent Financial Advisers Limited has
  decided to no longer offer clients mortgage advice of any kind. Consequently,
  where enquiries arise, we will with your prior permission introduce you to a 3rd
  party specialist mortgage broker, who will be glad to assist you in addressing
  your need for a mortgage / loan.

Regardless of the area of planning we undertake on your behalf, we will prepare a fully comprehensive report detailing fully our recommendations. This will be supported by appropriate illustrations and Key Features documents. These will also clearly outline the agreed fees, both initial and, where appropriate, ongoing.

A further meeting will be arranged to discuss this with your adviser.

It is crucial that you fully understand and are satisfied with the recommendations being made so we actively encourage you to ask any and all questions that you may have.

### Agree The Way Forward

Providing you are happy with our recommendations, we will agree with a strategy of implementation.

Your adviser will assist you in the preparation and completion of any paperwork that is required to progress with the recommendations.

If, of course, you are unhappy with any aspect of our recommendations, these may need to be revised accordingly.

# **On-going Advice**

We will, of course, keep you appraised of the on-going progress of any applications that may have been submitted following advice given.

Once everything has been completed, you will receive confirmation along with any formal documents, which should be kept safe.

Thereafter, where selected, you will receive ongoing service and advice in accordance with your chosen service agreement.

Where appropriate, formal review meetings will be diarised accordingly.

# Ongoing Service Proposition

### Investment & Retirement Planning

We have three levels of service for investment and retirement planning, which are detailed below: -

### Bronze

This level of service will generally be appropriate for individuals that are looking to invest on a one off basis or are investing smaller sums.

Reviews will be every 2 years or, if an interim review is required, this will be provided on an agreed fee basis. These will be carried out by way of telephone or email although a face to face meeting will gladly be arranged at extra cost.

Reviews will be based upon attitude to risk and fund switches carried out accordingly.

### Silver

This level of service will satisfy the requirements of clients that are investing larger single sums of money or have smaller investment portfolios.

Reviews will be annually or, if an interim review is required, this will be provided for an agreed fee.

The review will, where required and appropriate, be carried out on a face to face basis at no extra cost. Funds will be rebalanced in keeping with ongoing attitude to investment risk and volatility and fund switches will be recommended where necessary. Meetings with other professional advisers will be at an agreed extra cost.

### Gold

This level of service will be required by clients investing larger sums that are looking for comprehensive ongoing advice regarding their portfolios and associated tax planning affairs.

Reviews will be usually every 6 months.

Meetings with other professional advisers may be included or where in addition to specific review work may incur an additional charge.

### The Benefits of Ongoing Advice & Reviews

Much of the work that we undertake for clients relates to the ongoing review of their investment and pension planning. Clearly an important consideration is whether to appoint ourselves to provide an ongoing service which comes with associated fees. Our ongoing advice service encompasses the following: -

**Review financial objectives –** This ensures that your financial planning is always up to date with your personal / corporate financial circumstances.

**Provision of regular valuations and projections** – This provides a clear understanding of where you are in relation to your financial objectives and what actions may need to be taken to ensure you meet them.

**Monitoring of underlying asset allocation and investment risk** – So that your investments are always appropriate to your attitude towards and tolerance of investment risk and suitable in meeting your financial objectives.

Appraising the performance of the portfolio and individual funds - This ensure funds / investments are performing to satisfactory levels and, where appropriate, switches and / or redirections are carried out.

**Assessing competitiveness of charges** – The marketplace is ever changing with new providers, new products and advances in technology all combining to reduce charges.

**Tax planning** – This is a highly important part of an ongoing review service to ensure that various allowances are being effectively utilised and tax is kept to a minimum whether you are continuing to save and invest towards your goals or withdrawing income / lump sums in your retirement.

Whilst not appointing us to provide an ongoing service will clearly save on explicitly charged fees, we believe that the hidden costs can greatly outweigh these.

### The Disadvantages of Not Undertaking Regular Reviews

Below par performance can have a significant and detrimental impact on the overall return. There can be a substantial difference between a good fund, an average fund and a poor fund and continued underperformance can be a hidden but significant cost. Not adjusting your planning / investments in good time can impact on your financial goals and taking the wrong course of action when investing or withdrawing monies can result in unnecessary tax being paid.

Other service propositions include: -

### Financial Protection

These will be periodically reviewed to ensure the continuing competitiveness of terms, although this will generally in the context of your personal circumstances at that time.

We are able to provide advice in the areas of income protection, life insurance and critical illness cover.

### **Annuities**

Generally there is little need for ongoing advice with guaranteed annuities, apart from where investment-linked annuities are considered. These will be treated as investments and our service offerings will be as detailed above.

# Implementation Fees

# Single & Regular Premium Investments

| Total investment funds under management with Warr & Co IFA Limited | No Ongoing Service | Bronze | Silver | Gold |
|--|--------------------|--------|--------|------|
| < £50,000  | 5.25%              | 4.5%   | 3.75%  | 3%   |
| £50,001 to £100,000  | 4.37%              | 3.75%  | 3.13%  | 2.5% |
| £100,001 to £250,000   | 3.5%               | 3%     | 2.5%   | 2%   |
| £250,001 to £500,000   | 2.63%              | 2.25%  | 1.88%  | 1.5% |
| £500,001 +   | 1.75%              | 1.5%   | 1.25%  | 1%   |

The above fees are based upon the total funds under management at the point that the advice is given and based upon each regular or single contribution invested and / or transferred.

Please see overleaf on page 12 for 'Important Notes'.

# Implementation Fees – Important Notes

Information relating to the options available with regard to payment of our fees is detailed within this section.

### Regular Investments

With regards to regular investments, the corresponding fee will be paid directly by the client and / or deducted from the investment based upon the total amount invested during the first 60 months.

Cash examples based upon our 'Silver' service: -

Where a first time client invests £500 per month, our fee will be 3.75%, equating to a total fee of £1,125.

Where an existing client invests £500 per month into an existing portfolio managed by Warr & Co IFA Limited valued at £100,001, our fee will be 2.5%, equating to a total fee of £750.

In the event that a client elects for a fee to be deducted from the investment and the fee is not able to be satisfied in full due to premiums ceasing prematurely, an invoice will be raised to recover the balance directly from the client.

In the event that a client elects for a fee to be deducted from the investment and this cannot be satisfied in full within 3 or less instalments, an invoice will be raised to recover the balance directly from the client.

# Single Investments / Transfers

Cash examples based upon our 'Silver' service: -

Where a first time client invests £25,000, our fee will be 3.75%, equating to £937.50.

Where an existing investor invests a further £25,000 into an existing portfolio valued at £100,001, our fee will be 2.5%, equating to £625.

# Mortgages

We no longer undertake mortgage planning on behalf of clients. Instead, with your prior permission, we will refer your enquiry to a 3<sup>rd</sup> part specialist mortgage broker. In doing so, we will receive a payment of 25% of any fees / commission received by way of a referral fee.

### Financial Protection Planning

The cost of advising clients can be covered either via commissions received directly from the appropriate insurers in lieu of fees or by way of an explicitly charged fee per policy. Our fee will be invoiced upon issue of our financial protection planning report. Our structure of fees is as follows: -

| Standard Terms<br>Premium          | Implementation Fee |
|------------------------------------|--------------------|
| < £25 per month (p.m.)             | £500               |
| £25.01 p.m.<br>up to £50.00 p.m.   | £750               |
| £50.01 p.m.<br>up to £100.00 p.m.  | £1,000             |
| £100.01 p.m.<br>up to £150.00 p.m. | £1,250             |
| £150.01 p.m.<br>up to £300.00 p.m. | £1,500             |
| £300.01 p.m. +                     | Negotiable         |

Where fee based terms are agreed, policies will be effected on a nil commission basis with all commission being rebated to reduce the premium accordingly.

Increases to standard premiums, as a result of an insurer applying an additional premium, usually for medical reasons, will not effect the fee payable.

Where commission terms are agreed, once we have undertaken the advice process, should you not proceed or a submitted application not be progressed to a conclusion, we reserve the right to charge a fee in accordance with the table of fees on page 13.

Where commission terms are agreed and these cease or are reclaimed upon the early cessation of a policy, we reserve the right to charge a fee of 100% of the commission due in year 1, 75% in year 2, 50% in year 3 and 25% in year 4.

### **Annuity Planning**

Where we engage in advising clients with regards to annuities, where these are non-investment linked, i.e. guaranteed annuities, we will charge a fee of 1.75% of the amount used to purchase the annuity. Our fee is subject to a minimum of £999.

Where these are investment linked, we will charge a fee in accordance with our investment implementation fees, which are detailed in page 11 of this document.

### Other planning

Where we are asked to engage in other bespoke work such as tax or trust planning, whether this is on a stand alone basis or as part of other work such as investment or financial protection planning, we will agree a fee at a rate of £150 per hour based upon the time expended and the complexity of the work involved.

# Ongoing Fees & Services

| Service  | Bronze                        | Silver                        | Gold            |
|--|-------------------------------|-------------------------------|-----------------|
| Annual service fee   | 0.5%                          | 0.75%                         | 1.0%            |
| Bespoke portfolios   | Included                      | Included                      | Included        |
| Review meeting   | Every 2 years                 | Once per year                 | Every 6 months  |
| Portfolio report   | Every 2 years                 | Once per year                 | Every 6 months  |
| Home / Work visits   | Additional Cost               | Yes                           | Yes             |
| Fund switching   | Free following review meeting | Free following review meeting | Free on request |
| Access to actively updated website articles, including Facebook & Twitter feeds. | Included                      | Included                      | Included        |

| Periodic emails regarding financial planning related news and articles         | Included                  | Included                                 | Included                                |
|--|---------------------------|--|---|
| Any change to update our records or provider records                           | £25 per<br>correspondence | Included                                 | Included                                |
| Supplying information to a third party, e.g. solicitor, accountant, bank, etc. | Time incurred             | Time incurred                            | Included                                |
| Processing surrender or withdrawal requests without advice                     | £50 per transaction       | Included                                 | Included                                |
| Processing surrender or withdrawal requests with advice, e.g. tax planning     | Time incurred             | Included                                 | Included                                |
| Processing death or ill health claims  | Time incurred             | Included                                 | Included                                |
| Ad hoc valuations or reviews   | Time incurred             | Time incurred                            | Included                                |
| Additional planning meetings and associated work                               | Time incurred             | Time incurred after first annual meeting | Time incurred after two annual meetings |

<sup>-</sup> Our annual service fees are based upon the value of the investment at each 12 month anniversary and are payable monthly. For example, based upon our 'Silver' service, where an investment is valued at £50,000, this equates to £375 per annum.

<sup>-</sup> The amount you pay will fluctuate with the value of your investment; if your investment increases in value the amount you pay us will also increase and if your investment falls in value the amount you pay us will reduce.

<sup>-</sup> Fees incurred on a time incurred basis will be agreed upfront based upon expected time and whether it is purely administrative or advice that is required. Our hourly rates are £150 for advice, £35 for travel and £50 for administration.

# Application of Investment Implementation Fees

We will issue an invoice within 7 days of your investment being completed. This can either be settled explicitly by you or by way of deduction from the investment product.

Full payment of our invoice will become due within 7 days of issue unless you have elected for our fee to be deducted from your investment.

### Settled directly by you

These may be settled by way of: -

A cheque made payable to 'Warr & Co Independent Financial Advisers Limited'.

or

Direct credit or Standing Order to our bank account. Our details for this purpose are as follows: -

| Account Name   | Warr & Co Independent Financial Advisers Limited |  |
|----------------|--|--|
| Bank           | Cater Allen                                      |  |
| Account Number | 45082467   |  |
| Sort Code      | 16-57-10   |  |

# Deducted from your investment

The appropriate fee will be deducted on a strict  $\pounds$  for  $\pounds$  basis. For example, if a fee of £500 is due, £500 will be deducted from the investment by the provider at the outset. A 3% fee equates to a 3% charge.

You should note that when paid through the investment, 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.

# Value Added Tax (VAT)

Presently, Warr & Co Independent Financial Advisers Limited is not registered for VAT. Accordingly, our services are not subject to VAT. Should this position change in the future, and where VAT becomes due, we will notify you before conducting any further work.

# Application of Investment Review Fees

We recognise that all clients do not have the same service requirement and you are free to choose the level of service that best suits your needs.

The associated cost of reviewing your investment(s) is related to the level of service you ultimately choose, details of which have been provided earlier in this document.

You may vary the level of service you require at any time by giving written notice to that effect.

The ongoing costs are based upon the value of your investment(s) and, dependent upon the provider, may be paid monthly, quarterly, half-yearly or annually. As with implementation fees, these may be payable directly or by deduction from the investment.

Where an ongoing service has been selected, the cost ranges between 0.5% per annum and 1.0% per annum. Based upon an investment of £50,000 and your chosen level of service, this will range between £250 and £500 per annum. The exact value will, however, vary, as your investment value is likely to fluctuate.

# Termination of Ongoing Service

You have a right to terminate the ongoing service at any time without penalty, without prejudice and without reason by providing written notice to that effect. Should cancellation of an ongoing service occur prior to the due date of any actual review, no refund of any review fees received in lieu of the review service due will be made.

# Other Important Information

### Our Service

We are happy to act on your behalf to achieve your financial planning objectives.

We will act honestly, fairly and professionally. This is 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 (FCA), 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.

### Client Classification

Each client with whom the firm does business is categorised as to identify the level of regulatory protection. We propose to classify you as 'Retail Client' for Investment purposes. Retail clients are afforded the highest level of protection under FCA rules. If in the unlikely event in the future that you are re-categorised we would inform you in writing confirming also the effect this would have on your level of protection.

Clients requiring assistance with regard to general insurance will be categorised as a 'Consumer'.

# Our Dealings With You

We accept written or oral instructions before executing any transactions. Any advice we give you will be in writing, but if given orally, will be recorded in writing in your file. The review of your investments will be undertaken in accordance with the chosen level of ongoing service.

Any reports, documentation and correspondence will be issued in English (unless agreed otherwise).

# **Termination of Agreement**

Our authority to act on your behalf can be terminated at any time, without penalty, by either side giving written notice to that effect. Such termination will be without prejudice to either party's obligations to complete transactions already initiated (on your instructions whether oral or written) and to the right of both for completed transactions.

### Transaction Records

We will account to you for transactions effected on your behalf either by means of a policy document, or by providing other documents of title or certificates evidencing title. We will supply on written request, to you or your appointed agent, copies of entries in our records relating to your transactions.

We will retain copies of all client files for a minimum of 5 years. In the event of pension transfers, opt-outs from a company scheme or FSAVC, these files will be retained indefinitely. All client records are treated with strict confidentiality.

# **Privacy Policy**

This sets out how Warr & Co. Independent Financial Advisers Limited uses and protects information that you give the company. We are committed to ensuring that your privacy is protected and any data we hold will only be used in accordance with this policy.

Currently, the information you have provided is subject to the Data Protection Act 2018 (the "Act") and the General Data Protection Regulations 2018 (GDPR). 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 will collect all necessary personal information via completion of our Financial Questionnaire or other means in order that we understand your present circumstances and needs which in turn allow ourselves to offer specific financial advice. We will utilise the data for internal record keeping and to help improve our service to you.

The information provided may also contain sensitive personal data for the purposes of the Act or GDPR, 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. We will obtain your consent prior to requesting any sensitive personal data.

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 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.

We will not use your information to contact you for market research purposes, direct marketing or cold-calling. We will not sell, distribute or lease your personal information to third parties unless we have your express permission or are required to do so by law.

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites which are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question. We do not use cookies which are devices for analysing web traffic and identifying which pages are being used.

You may request details of personal information which we hold about you under the Act or GDPR. If you would like a copy of the information held on you please write to Warr & Co. Independent Financial Advisers Limited, Suite 9, 3rd Floor, New Mansion House, Stockport, Cheshire, SK1 3UA or e-mail jeffc@warrifa.co.uk. Please note there will be no charge for data supplied.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email ourselves as soon as possible at the above address. We will promptly correct any information found to be incorrect.

If you believe there is a problem with the way we are handling your data you may obtain further details from the Information Commissioner's Office.

#### Address:

Wycliffe House, Water Lane, Wilmslow, Cheshire. SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number

Website: https://ico.org.uk/concerns/handling/

We may change this policy from time to time and this page should be referred to periodically to check your agreement with such details. The most recent version and is effective from April 2023.

### Complaints

In the event that our service falls short of the standard you expect, we will investigate any complaints immediately if you write to our compliance officer at our offices. However if you are not satisfied with our response you can refer your complaint to the Financial Ombudsman Service ((FOS) – <a href="https://www.financialombudsman.org.uk/">https://www.financialombudsman.org.uk/</a>). A copy of our complaints procedure will be sent to you.

# Compensation

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £85,000.

Advising and arranging of long term insurance products for the death or incapacity of the policyholder due to injury, sickness, or infirmity is covered for 100% of the claim, without any upper limit.

For all other types of policy, insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Deposits are covered up to £85,000 per financial institution.

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

### **Client Money**

Warr & Co. Independent Financial Advisers Limited <u>does not</u> handle client's money. We never accept cheques made out to us (unless they are in settlement of charges or disbursement for which we have sent you an invoice) or handle cash. Any money payable to you will be forwarded by post to your latest address by crossed cheque or (under your instructions) by telegraphic transfer, from the company with which we have invested.

### **Investment Documents**

We will make arrangements for all your investments to be registered in your name unless you ask us to do otherwise in writing. All documents of title in respect of investments will be forwarded to you by post as soon as possible after we receive them. Where a number of documents relating to a series of transactions are involved, the documents will normally be retained until the series is complete.

### 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

Warr & Co Independent Financial Advisers 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.

# Treating Customers Fairly (TCF) Policy

Warr & Co. Independent Financial Advisers Limited is committed to providing the highest standard of financial advice and investment service. As a firm we take seriously the requirements of the Financial Conduct Authority, in particular the requirement to treat our customers fairly. We strive to do this in all that we do.

We undertake that all of our actions will be guided by the principle that the interests of our clients are paramount. Our systems and procedures are designed to place our customers at the heart of the business.

### In our dealings you can expect that: -

- We will be open and transparent in the way we deal with you;
- We will not place our interests before yours;
- We will communicate clearly and without the use of jargon;
- We will inform you of our charges before undertaking any work for you;
- We will deal with any problems you may have promptly and fairly.

As examples of how the principles and guidelines mentioned above work in practice in our business we set out below details of what you can expect from ourselves in various areas of our business.

#### When we give advice: -

- We will only recommend suitable investments and other products after finding out sufficient information about your circumstances to be able to advise properly. Our advice will be guided only by what is best for yourself.
- We will set out in writing in clear concise terms why we have recommended any particular investment or product.
- We will inform you in advance of our charges and how these could be paid. If any commission is paid because you invest in any product or investment then we will tell you how much this is.
- In the event there is a conflict of interest between ourselves and you, we will tell you about this as soon as we can after becoming aware of this.
- We will keep comprehensive records of our dealings with you and will record your attitude to risk.
- Where appropriate, and where agreed between both parties, we will monitor your investments and other financial products and contact you to let you know how they are doing.

### In our dealings with you: -

- When you contact us you can expect that we will be polite and courteous.
- All of our staff are trained in dealing with our customers and in treating them fairly.
- When we write to you we will be clear and straightforward; we will try not to use jargon or technical terms. We will be happy to discuss or clarify any matter.
- You can expect that all our staff are trained properly for their roles. All of our advisory staff are qualified financial advisers and are fully trained in respect of the investments and products on which they advise.

#### When things go wrong: -

- If you complain about any aspect of our service then you can expect that your complaint will be dealt with professionally, impartially and in accordance with the rules laid down by our regulator, the Financial Conduct Authority (FCA).
- We will provide details of our complaints policies and procedures.

We hope you find using our services a pleasant and straightforward experience. We always welcome comments and observations about the way we deal with our customers and would encourage you to contact us if you have any comments on the way we deal with you.

# **Client Instruction**

(Client Copy - Complete & Keep)

Warr & Co IFA Limited's Client Agreement (April 2023 version) which is our standard client agreement upon which we intend to rely. For your own benefit and protection, you should ensure your familiarity with the entirety of this document. If you do not understand or require clarification of any point, please do not hesitate to ask for further information before signing this instruction

Please initial the following: -

| I / we confirm that I am / we are in receipt of Warr & Co IFA Limited's Client Agreement (April 2023 version), have read and understood this to my / our satisfaction and confirm our acceptance of the terms as laid out within this document. |  |
|---|--|
| I / we are aware of the relevant costs of the initial advice and understand that a fee will be charged for time incurred should any planning not be taken up or no transaction results.   |  |
| I / we are aware of the relevant services and costs of ongoing advice   |  |
| I / We consent to Warr & Co IFA Limited processing any such sensitive data  |  |

Please tick the following as appropriate: -

I / we require the following advice: -

| Pensions / investments | Financial<br>Protection | Annuity<br>Planning | Other |
|------------------------|-------------------------|---------------------|-------|
|                        |                         |                     |       |

### **Initial Advice Fees**

I / we wish for my / our initial advice fees to be settled: -

| Directly by myself / ourselves  |  |
|---|--|
| Deduction from the investment (or commission terms for protection planning) |  |

# Ongoing Advice Service & Fees

I / we have read and understood Warr & Co IFA Limited's proposition with regard to an ongoing service and require the following ongoing level of service with regard to our pensions and / or investment planning: -

| Bronze   | Silver                         | Gold         |              |  |
|--|--------------------------------|--------------|--------------|--|
| I / we wish for my / our ongo                                  | oing advice fees to be settle  | d: -         |              |  |
| Directly by  | myself / ourselves             |              |              |  |
| Deduction f  | rom the investment             |              |              |  |
| I / we have opted for an ong                                   | oing advice service for the    | following r  | easons: -    |  |
| Review f   | inancial objectives            |              |              |  |
|  | ar valuations and projections  | 3            |              |  |
|  | asset allocation and investm   |              |              |  |
| Appraising the performance                                     | e of the portfolio and individ | ual funds    |              |  |
| Assessing cor  | npetitiveness of charges       |              |              |  |
| Т  | ax planning                    |              |              |  |
| All  | of the above                   |              |              |  |
|  | Or                             |              |              |  |
| I / we have opted not to a advice service and unders doing so. |                                |              |              |  |
| Please tick the boxes to tell                                  | us all the ways you would p    | orefer to he | ear from us: |  |
| I would like to re-  | ceive communications by e-     | -mail        |              |  |
| I would like to receive communications by telephone            |                                |              |              |  |
| I would like to red  | ceive communications by m      | obile        |              |  |
| I would like to re   | eceive communications by p     | ost          |              |  |
| Signed  Date   |                                |              |              |  |

# **Client Instruction**

(Warr & Co IFA Limited Copy – Complete & Return)

Warr & Co IFA Limited's Client Agreement (April 2023 version) which is our standard client agreement upon which we intend to rely. For your own benefit and protection, you should ensure your familiarity with the entirety of this document. If you do not understand or require clarification of any point, please do not hesitate to ask for further information before signing this instruction

Please initial the following: -

| I / we confirm that I am / we are in receipt of Warr & Co IFA Limited's Client Agreement (April 2023 version), have read and understood this to my / our satisfaction and confirm our acceptance of the terms as laid out within this document. |  |
|---|--|
| I / we are aware of the relevant costs of the initial advice and understand that a fee will be charged for time incurred should any planning not be taken up or no transaction results.   |  |
| I / we are aware of the relevant services and costs of ongoing advice   |  |
| I / We consent to Warr & Co IFA Limited processing any such sensitive data  |  |

Please tick the following as appropriate: -

I / we require the following advice: -

| Pensions / investments | Financial<br>Protection | Annuity<br>Planning | Other |
|------------------------|-------------------------|---------------------|-------|
|                        |                         |                     |       |

### **Initial Advice Fees**

I / we wish for my / our initial advice fees to be settled: -

| Directly by myself / ourselves  |  |
|---|--|
| Deduction from the investment (or commission terms for protection planning) |  |

# Ongoing Advice Service & Fees

I / we have read and understood Warr & Co IFA Limited's proposition with regard to an ongoing service and require the following ongoing level of service with regard to our pensions and / or investment planning: -

| Bronze   | Silver                        |              | Gold         |  |  |
|--|-------------------------------|--------------|--------------|--|--|
|  |                               |              |              |  |  |
| I / we wish for my / our ongo                                    | ping advice fees to be settle | d: -         |              |  |  |
| Directly by  |                               |              |              |  |  |
| Deduction f  |                               |              |              |  |  |
| I / we have opted for an ong                                     | joing advice service for the  | following r  | easons: -    |  |  |
| Review f   |                               |              |              |  |  |
| Provision of regula  |                               |              |              |  |  |
| Monitoring of underlying asset allocation and investment risk    |                               |              |              |  |  |
| Appraising the performance of the portfolio and individual funds |                               |              |              |  |  |
| Assessing cor  |                               |              |              |  |  |
|  | ax planning                   |              |              |  |  |
| All  | of the above                  |              |              |  |  |
|  | Or                            |              |              |  |  |
| I / we have opted not to a advice service and unders doing so.   | • •                           |              | 0 0          |  |  |
| Please tick the boxes to tell                                    | us all the ways you would p   | orefer to he | ear from us: |  |  |
| I would like to re   | ceive communications by e-    | -mail        |              |  |  |
| I would like to receive communications by telephone              |                               |              |              |  |  |
| I would like to receive communications by mobile                 |                               |              |              |  |  |
| I would like to re   | eceive communications by p    | ost          |              |  |  |
| Signed   |                               |              |              |  |  |
| Date   |                               |              |              |  |  |