

# Keyfacts Document & Client Agreement

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Client's Name: \_\_\_\_\_

Date Issued: \_\_\_\_\_

The Wills & Trusts Group  
Comprising of:

Wills & Trusts Independent Financial Planning Ltd ®  
which is authorised and regulated by the Financial Services Authority  
&

Wills & Trusts Independent Estate Planning Ltd  
16 Prebendal Court  
Oxford Road  
Aylesbury  
Bucks  
HP19 8EY

Tel: 01296 398307 Fax: 01296 339511

# Keyfacts about our services

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## 1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

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## 2. Whose products do we offer?

### Investment

- We offer products from the whole market.
- We can only offer products from a limited number of companies.  
Ask us for a list of the companies and products we offer.
- We only offer our own products.  
Ask us for a list of the companies and products we offer.

### Insurance

- We offer products from a range of insurers for Term Assurance, Income Protection & Critical Illness.
- We only offer products from a limited number of insurers.  
Ask us for a list of the insurers we offer insurance from.
- We only offer product[s] from a single insurer.

### [Lifetime] Mortgages [and home reversion schemes]

- We offer mortgages from the whole market.
- We only offer mortgages from a limited number of lenders.  
Ask us for a list of the lenders we offer mortgages from.

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### 3. Which service will we provide you with?

#### Investment

- We will advise and make a recommendation for you after we have assessed your needs.
- You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
- We will provide basic advice on a limited range of stakeholder products and in order to do this we will ask some questions about your income, savings and other circumstances but we will not:
  - Conduct a full assessment of your needs;
  - Offer advice on whether a non-stakeholder product may be more suitable

#### Insurance

- We will advise and make a recommendation for you after we have assessed your needs.
- You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

#### [Lifetime] Mortgages [and home reversion schemes]

- We will advise and make a recommendation for you after we have assessed your needs.
- You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

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### 4. What will you have to pay us for our services?

#### Investment

- We will tell you how we get paid, and the amount, before we carry out any business for you.

#### Insurance

You will receive a quotation, which will tell you about any fees relating to any particular insurance policy.

#### [Lifetime] Mortgages [and home reversion schemes]

You will receive a keyfacts illustration when considering a particular [lifetime] mortgage, [or further information about a particular home reversion scheme] which will tell you about any fees relating to it.

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## 5. Who regulates us?

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Wills & Trusts Independent Financial Planning Ltd ® of 16 Prebendal Court, Oxford Road, Aylesbury, Bucks HP19 8EY is authorised and regulated by the Financial Services Authority. Our FSA Register number is 223962.

Our permitted business is advising on and arranging Investment & Insurance Contracts.

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## 6. What to do if you have a complaint

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If you wish to register a complaint, please contact us:

In writing to: Wills & Trusts Independent Financial Planning Ltd ®, 16 Prebendal Court, Oxford Road, Aylesbury, Bucks HP19 8EY

By Telephone: 01296 398307

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. The Financial Ombudsman Service does not consider complaints about home reversion schemes.

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## 7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

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We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

### Investment

Most types of investment business are covered for 100% of the first £50,000.

### Insurance

Insurance advising is covered for 90% of the claim, with no upper limit.

### [Lifetime] Mortgages [and home reversion schemes]

Mortgage advising and arranging is covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000. Home reversion schemes are not covered by the Financial Services Compensation Scheme.

Further information about compensation scheme arrangements is available from the FSCS.

### Message from the Financial Services Authority

Think carefully about this information before deciding whether you want to go ahead.

If you are at all unsure about which lifetime mortgage or home reversion scheme is right for you, you should ask your adviser to make a recommendation.

**PLEASE REMEMBER THAT HOME REVERSION SCHEMES ARE NOT REGULATED BY THE FSA**

# Client Agreement

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The Wills and Trusts Group comprises:

Wills & Trusts Independent Financial Planning Ltd ® (W&T IFP Ltd)  
Wills & Trusts Independent Investment Planning Ltd (W&T IIP Ltd)  
Wills & Trusts Independent Estate Planning Ltd (W&T IEP Ltd)  
Intelligent Investment Services Ltd (IIS Ltd)  
The Financial Coach Ltd (TFC Ltd)  
The Memory Vault Ltd  
Solidus Independent Estate Planning Ltd (SIEP Ltd)

This Client agreement refers **only** to Wills & Trusts Independent Financial Planning Ltd ® (W&T IFP Ltd) and Wills & Trusts Independent Estate Planning Ltd (W&T IEP Ltd). All parts of this agreement refer to both W&T IFP Ltd and W&T IEP Ltd unless stated otherwise.

The Key Facts noted earlier in this document refers **only** to Wills & Trusts Independent Financial Planning Ltd ®.

## Commencement Date

This Client Agreement is effective from the date you receive it from us.

## Client Monies

W&T IFP Ltd ® and W&T IEP Ltd do not handle Clients' money. We never accept a cheque made out to either company unless it is a cheque in settlement of our charges or disbursements for which we have sent you an invoice.

## Regulatory Introduction

W&T IFP Ltd ® is authorised and regulated by the Financial Services Authority (FSA). W&T IFP Ltd ® is authorised to advise on and execute transactions related to life assurance cover, pensions and investments in authorised unit trusts, stocks and shares, gilts, individual savings accounts and other investments.

The advice will be specifically geared to your personal requirements.

You will be informed if you do not have the right to cancel an arrangement.

W&T IEP Ltd is **not** regulated by the Financial Services Authority (FSA). It undertakes only those activities that are **not** regulated or authorised by the FSA. This would include Trust work, Will drafting, Research, Legal work and other non-regulated activities.

## **Investment Objectives and Restrictions**

Following the issue of this document, any subsequent advice or recommendation regarding regulated products or services offered to you will be through W&T IFP Ltd ® and will be based on your stated investment objectives, acceptable level of risk and any instruction you wish to make regarding the type of investments or policies you are willing to consider.

Details of your stated investment objectives will be included in the Wealth Management Plan or subsequent letters we issue to you confirming our recommendations. 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.

## **Investment Risk**

All investments carry a degree of financial risk, and this will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement you must ensure that you understand the risk associated with the product and are content to accept that level of risk.

## **Client Relations**

W&T IFP Ltd ® is bound by the rules of the Financial Services Authority and Professional Indemnity Insurance that is maintained for the protection of clients. When you have instructed us to arrange a specific contract or contracts, no further advice will be given unless requested by you. We will, however, be pleased to advise you at any time should you require further assistance.

## **Personal Interests**

W&T IFP Ltd ® offers independent financial advice, but occasions can arise where we, or one of our other customers, will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers may conflict with your interests we will inform you and obtain your consent before we carry out your instructions.

## **Contact**

In addition to making calls at your express invitation, we may also call on you at intervals to review your financial planning requirements. We like to keep our customers informed of products and services we offer which may be of interest to them, therefore, from time to time we may forward marketing material to you. We undertake that we will never contact you at unsociable hours.

## **Advice and Instruction**

Any advice given to you by us shall be in writing, (or if given verbally, will be recorded in writing in your client file). We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing. We may, at our discretion, refuse to accept instructions, although such discretion shall not be exercised unreasonably.

## Data Protection

Personal information supplied by you will be used for the purpose of completing transactions on your behalf. It may also be stored on paper or computer records and may be used for statistical purposes by The Wills & Trusts Group. Whilst we treat all client records as confidential, details may have to be passed to our regulatory authorities and auditors for the purposes of compliance. In addition, information that you provide may be shared between different companies within the group. **At no time will your information be passed outside of the group without your express permission.**

We like to keep clients informed of products and services we offer which may be of interest to them. You have a choice of whether to receive any such marketing material from us. If you do not give us this permission (see the Declaration below in Fee Agreement), we will not issue any unsolicited material.

We will not undertake any other form of unsolicited contact with you.

We will supply on request to you or your appointed agent, contract notes, vouchers and copies of entries in our records, relating to your transactions. We undertake to maintain such records for six years from the date of transaction.

To assist us in providing you with a comprehensive service and to ensure our records remain as up to date as possible, we ask that you notify us of any change to your address or personal circumstances in writing as soon as possible.

## Remuneration

The cost of services provided by W&T IFP Ltd ® will be notified to you in advance of any work being undertaken for your prior approval.

The following is provided to give additional clarity to our fee structure:

- i) The Discovery Process** – A fixed fee is payable for the Discovery Process. Our Money Back Guarantee, means that if you are not 100% satisfied with the “Discovery Process”, your fee will be refunded at your request.
- ii) The Wealth Management Plan** – The Wealth Management Plan – A fixed fee will be charged for developing and drafting your plan. The cost of this is noted on the Fee Agreement. You will have 7 days to change your mind and cancel development of your plan once you have signed and dated this agreement. The Wealth Management Plan is provided by W&T IFP Ltd ®.
- iii) Plan Implementation** – A menu of fees will be included within your Wealth Management Plan. This will detail all fees involved in implementing your plan.
- iv) Ongoing Service** – If you decide to become a client and are accepted by Wills & Trusts IFP Ltd ® you will be charged an ongoing fee as noted in your Wealth Management Plan.
- v) Commission** – For the implementation of some contracts Wills & Trusts IFP Ltd ® may receive indemnity or ‘initial’ commission from the product provider. This commission will be disclosed to you in writing.

Because we work on a fee basis only, this commission will either be re-invested in the contract or product to increase the amount invested or reduce the product charges or will be rebated to you directly within 28 days of receipt. You will be required to indemnify Wills & Trusts IFP Ltd ® for any reclaimed commission due to a lapse in the contract policy or policies.

- v) **Payment Basis** – Implementation fees will be notified to you in the Fee Schedule of your Wealth Management Plan and subsequent letters. Fees are payable upon receipt of our invoice. The date of receipt is deemed to be three days following posting. VAT will be added where there is no exemption.

Invoices will be issued by the company undertaking the work involved. This may mean that you will have to make different payments to different companies within The Wills & Trusts Group. Once payment has been made, no refund will be made should you suspend or cease implementation.

### **Registration of Investments**

We will register all investments in your name unless otherwise agreed in writing. All contract notes and documents of title in respect of your investments will be forwarded to you as soon as possible after being received by us. Where a number of documents relating to a series of transactions are involved, they will normally be retained by us until the series is complete.

### **Termination**

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 by first class post. It will be deemed to be received two business days after posted. Any business currently underway will be completed unless we received your instructions to the contrary. Any fees due to us from you at the date of termination will be due within four weeks of the termination date.

New instructions could be executed following the completion of a new Client Agreement.

### **Law**

These Terms of Business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

# Fee Agreement

## Wealth Management Plan

Following 'The Discovery Process' we will compile a 'Wealth Management Plan' with recommendations to cover those areas that you request as well as any additional areas that we think may be appropriate to your circumstances. The fee payable is in respect of the plan only and not for any subsequent meetings or implementations.

**Plan Fee**

**£**

**Plus VAT**

## Ongoing Service Options

### Family Client

If you decide to become a "Family Client" you will receive the following:

- Daily monitoring of your investments
- Quarterly reviews of your portfolio to your email address
- Recommendations to change or amend your asset allocation as the need arises
- An invitation to the Annual Client Investment Forum™
- Attendance to your Annual Client Review Workshop™
- Meetings with an adviser at your request
- The monthly Wealth Management Update to your email address
- All correspondence replied to within 48 hours of receipt
- All emails replied to within 24 hours of receipt
- Priority over customers

**If you wish to use this Family Client Service please initial here**

### Customer Services

As a Customer you will receive no ongoing advice or service from The Wills & Trusts Group. Any further service will be charged at the fee level in place at that time. As clients receive priority we cannot guarantee further levels of service or adviser availability.

**If you have not initialised the box above for the Family Client Service you will be classified as a Customer.**

# Declaration

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I/We acknowledge receipt of a copy of the Keyfacts document, Client Agreement and Fee Agreement and confirm that its content has been explained to me. I/We accept that the Client Agreement will become effective from the date I/We sign this document. I/We consent to the processing and storage of personal information and to the issue of marketing material.

Signed (Client) \_\_\_\_\_ (Print) \_\_\_\_\_

Signed (Client) \_\_\_\_\_ (Print) \_\_\_\_\_

Signed (R.I.) \_\_\_\_\_ (Date) \_\_\_\_\_

One signed copy to be retained by the Client/Customer(s). One signed copy to be retained by The Wills & Trusts Group.





