
Terms of business

About us

Essential Money Limited is authorised and regulated by the Financial Services Authority (FSA) the independent watchdog that regulates financial services in the United Kingdom. Essential Money Limited is authorised to give advice on and make arrangements for its clients to buy a range of financial services products, including life insurance, mortgages, pensions and investments as well as other financial services products.

This agreement only covers the provision by us of life insurance, pensions and investments advice. It does not govern the provision of advice about consumer credit activities, mortgage advice and advice about general insurance such as protection payment insurance, travel insurance and home insurance. If we advise you about these matters we will provide you with different agreements that are more appropriate.

Essential Money's FSA Registration number is 468119. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Essential Money is referred to as "we", "us" and "our" in the remainder of this agreement.

Terms of this Agreement

This agreement is made between you and us and takes effect from the date you instruct us to work for you. If we have worked for you before you might have signed an Agreement with us then. That Agreement remains in force for any work we did at that time.

If for any reason we are not able to provide our services to you, we will agree an alternative way of providing you with financial advice. If we cannot make suitable alternative arrangements, we will end this Agreement.

If we want to make changes to the terms of this Agreement, we will notify you of them in writing beforehand. You will be given the opportunity to end this Agreement if you do not like the changes we wish to introduce.

If we do not enforce any term of this Agreement, or we delay in enforcing a term, this will not prevent us from enforcing that term at a later date. If any term of this Agreement is illegal or unenforceable then the offending term will be treated as being deleted and the remainder of the Agreement will continue in force, unaffected.

This Agreement will be interpreted and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts, except if your address is in Scotland, when the courts of Scotland shall have non-exclusive jurisdiction.

How we act for you

We can act for you if you live in the UK. There may be restrictions on how we can advise you if any of the following apply:

You don't live in the UK

You are currently staying in the UK, but normally live abroad

You are currently staying in the UK and plan to move abroad or return to another country

Please ask us for details if you think this may apply to you.

The FSA requires us to classify our clients as either 'retail' (personal) or 'professional' (business). We classify all our customers as 'retail' so that you get the highest level of consumer protection and in some cases, access to the Financial Ombudsman Service.

We will provide our services to you using reasonable care and skill. There may be circumstances where you ask us to provide specialist advice, which we are not allowed to give. We are not able to advise you on the following types of investments:

- Direct investment into shares
- Derivatives
- Certain collective investment schemes (those which are not regulated by the FSA)
- Share Exchange Schemes
- Exchange traded funds
- Exchange traded commodities
- Qualified investor schemes
- Isle of Man experienced investor funds
- Commodity based funds
- Holiday property bonds
- The merits of investment in a specific property
- Experienced investor schemes
- Qualified investor funds or experienced investor funds.

We will let you know if this list changes. Please ask us if you need any information about what we are able to advise you about.

We can, however refer you to someone who can advise you in areas we cannot. They may pay us a fee or some other benefit for us introducing you to them as a customer; if this happens, we will tell you in writing.

You should receive a separate agreement from them explaining what services they will provide to you; they may be other financial advisers, solicitors or accountants. Any persons to whom we refer you to will take responsibility for the advice they give to you.

We can't give you legal advice, but we will point out and explain to you what the payments terms, exit charges, exclusions and other key terms are for any product you buy using our services.

We will communicate with you orally and in writing. We prefer our clients to give us instructions in writing to avoid possible disputes. If we accept oral instructions from you, we will confirm them in writing to you. Any advice we give you will normally be in writing, but if given orally, we will record it on our files.

We may give you advice about policies or investments, which you may (for a short period) be able to cancel. We will advise you if you have a right to cancel any policy or investment on which we have advised you.

When we advise on or arrange certain types of investment products for you, we have to make sure that we get the best possible result for you, as a personal client. We call this 'best execution'. We will give you a copy of our best execution policy if you ask for it.

When we arrange investments for you we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title or certificates evidencing title. All such paperwork 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.

Conflicts of interest

Occasionally, we or one of our customers might have some type of interest in business that we are carrying out for you. This is called a 'conflict of interest'. If and when we become aware of a conflict of interest, we will tell you before we carry out any business for you and get your consent before we continue advising you. On occasion we may have to cease acting for you, but we will help you find advice from elsewhere, if you want us to.

We are not allowed to be your trustees or to put your assets in any trust, nominee account, fund or pension scheme in which we have a material interest. You may not appoint us as an executor of your will.

Indirect benefits

We may receive non-monetary benefits from product providers. We will tell you before the transaction if we will receive some form of benefit that is above the level we have set as 'reasonable'.

Investment risk

All investments carry a degree of financial risk that will tend to increase in proportion to the potential rate of return on the investments. The value of some may fall as well as rise. Before entering into any investment agreement we will explain the risk, but you must tell us if you do not understand our explanation of the risk, or if you do not wish to accept that level of risk.

How we charge you for our services

Full descriptions of the payment options we offer are included in section 3 of the 'Guide to our Services'.

If we charge you fees, we may increase our rates in the future. We will not do so unreasonably, and any increase will not exceed the retail price index plus 5% in any one year. We will tell you, in writing, one month in advance of any changes to our fees. If you do not agree to the increase, you or we may end this agreement. Settlement of our invoices is due within 28 days and we reserve the right to charge reasonable interest on overdue payments. Interest will be chargeable on a daily basis. We reserve the right to discontinue work on all current matters if any bill is not settled promptly.

We may also charge you for any disbursements we have agreed to pay on your behalf. We will notify you of these in writing, if they apply.

As part of this agreement we will provide you with our services for as long as you ask us to. If you decide to end this agreement and have paid fees in advance for future advice, we will refund a reasonable amount of those fees.

Client money

We **never** hold client money.

'Client money' is money that we receive and hold on your behalf. This can be in any currency, cash, a cheque or money in a bank account.

You must not:

- Make a cheque payable to us (unless it is for payment of fees due to us); or
- Give us a blank cheque; or
- Give us cash (unless it is for payment of fees due to us).

The following is **not** client money:

- Crossed cheques made payable to someone else, which you give to us to forward to them on your behalf;
- A cheque made payable to us as payment for our services to you. If we have agreed to be paid fees for our services, we may ask for the non-refundable portion of it ahead of delivering the service to you.

If you are uncertain about any of the above, please ask us.

Handling assets owned by you

We can temporarily hold documents that evidence your ownership of assets, but you must make sure you have copies of them. We will return originals to you after using them to provide our services to you.

When we arrange investments for you, we will register these in your name. We will also make sure you receive either a contract note, documents of title, or certificates confirming that you own those investments. This paperwork will be sent to you by post as soon as possible after we receive it. If we are arranging a series of transactions on your behalf, we will normally keep all the documents until those transactions have been completed.

You must never transfer ownership of any assets to us or to any company in which we have a controlling interest.

Data protection

We have issued you with a Data Protection Statement setting out how we collect and use data about you.

Communications

If we need to contact you, we can either write to you or phone you. Please let us know which you prefer and if you want us to email or fax you. If you verbally ask us to do something for you, we will confirm this to you in writing to ensure we have understood your instructions correctly. If we give you advice we will normally confirm it to you in writing.

Provision of information by you

We seek to ensure that any personal information we hold about you should remain accurate and up to date; as this could affect the advice we give you. Therefore, please let us know if there are any significant changes to your personal details, when they occur.

If we ask you to fill out any forms or documents, you must do this promptly, accurately and honestly. You may be committing a criminal offence by completing a form with information that is not accurate or truthful. We will not be liable to you if you suffer financially because you have not completed a form or document truthfully or accurately. As and when requested you must provide instructions to us in a timely and clear manner during the course of your work.

When we first meet, we will agree the services we will provide to you. **If** we agree to provide you with ongoing reviews, we will regularly check that the information we hold on you is correct. You must tell us if we have got anything wrong.

Ending this agreement

We may decide to stop acting for you at any time; if we do so we will write to you to confirm this. You can ask us to stop acting for you at any time, but you must do so in writing. We will keep a copy of this agreement on our files so that we have a copy of the terms on which we acted for you. Notices given by you under this agreement must be sent in writing by post. Notices will be treated as having been received by us on the second business day after you posted the notice to us.

We will have no authority to act for you after this agreement has ended. If the agreement is ended while we are providing services to you, we will finish providing the agreed services unless you ask us not to. You will have to pay any outstanding fees for our services even if this agreement has ended. Any fees outstanding at the date of termination will be due within 28 days of the termination date. Please also refer to the section headed 'How we charge you for our services' within this document in respect of any fee refunds and section 3 headed 'What are your payment options?' within the 'Guide to our services', in respect of commission claw back.

Complaints

We hope that you are happy with the services we provide, but, if for any reason you are unhappy, we would like to hear from you.

Please write to: Thomas Dickson, Essential Money Limited, 8 Greenfield Crescent, Edgbaston, Birmingham, B15 3BE
Or telephone: 0121 685 5060

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. If you would like a copy of our complaint handling procedures, please ask us.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS, an independent body set up by law to help customers of financial services firms. The FSCS service is free of charge to consumers. The FSCS maintains a fund that pays compensation if a firm is unable to pay claims made against it by customers.

You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business we have arranged for you and the circumstances of your claim.

Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation available under the compensation scheme is £48,000.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS. You can contact the FSCS by post at 7th floor, Lloyds Chambers, Portsoken Street, London, E1 8BN, by telephone on 020 7892 7300 or email at enquiries@fscs.org.uk. Their website address is www.fscs.org.uk

