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fiducia

wealth management & wealth preservation  
[fiduciawealth.co.uk](http://fiduciawealth.co.uk)

## TERMS & CONDITIONS



This document should be read in conjunction with our the Fiducia Fee Agreement

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## INTRODUCTION

When we meet with you, we will explain how we work on your behalf. This will include discussing your current situation, your financial and personal objectives, and obtaining relevant information from you to enable us to then proceed to making a recommendation to meet your objectives. We will also discuss with you the options for payment (see separate section).

Fiducia Wealth Management Ltd is regulated by the Financial Conduct Authority: please feel free to check the Financial Services Register – our Number is 408210 – which you can access at [www.register.fca.org.uk](http://www.register.fca.org.uk) or by telephoning 0300 500 0597.

## INDEPENDENCE

We are independent for Investments and pension business. This means that we will assess a sufficient range of relevant products available on the market which is diverse in terms of product type and provider to ensure that your investment objectives can be suitably met. We are not limited in the type of product or provider in terms of having any close links with any firms or any contractual relationship with a third party that may impair the independent basis of our advice to you.

We will offer you the opportunity of paying by fee directly yourself or via Adviser Charging through the product provider recommended (please refer to details on our charging structure).

When looking to address your protection needs, we will provide advice based on a fair and personal analysis of the market.

## PRIVACY POLICY & DATA PROTECTION

**At Fiducia, we are committed to protecting and respecting your privacy.**

This privacy notice explains what happens to any personal data that you provide to us, or any that we may collect from or about you. It applies to all plans and arrangements as well as the services we provide.

We may update this policy on occasion to reflect changes in the law, so we encourage you to check this privacy notice for changes whenever you visit our website – [www.fiduciawealth.co.uk](http://www.fiduciawealth.co.uk)

In order to provide you with financial planning services we will collect and hold personal data about and on you. We are also required to comply with the General Data Protection Regulation (Regulation (EU) 2016/679 (the “GDPR”)) and as such hereby set out details as to how we process your data and your rights.

We have a dedicated data protection officer (“DPO”) who you can contact by writing to the above address, for the attention of the DPO.

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## WHY WE NEED YOUR DATA

### We need your data for us to:

- Provide financial planning services to you in accordance with this agreement which may include but not limited to giving you financial advice and making recommendations as to investments and financial products which are suitable for you, taking into account current financial markets and economic conditions, availability of products and the providers of those products, as well as a detailed analysis of your personal circumstances and requirements.
- Comply with our regulatory obligations imposed by the Financial Conduct Authority regarding the relevant 'Know Your Client' obligations. In addition, to comply with the Regulator's requirements for record keeping for the purposes of audits and reviews, records of transactions undertaken and customer histories for prescribed periods of time as directed.
- Respond to any legitimate legal requests for information about you to the Regulatory authority or pursuant to an order of any court or tribunal having relevant jurisdiction, or as required by law for the purposes of but not limited to combatting fraud, money- laundering and criminal activities.
- Carry out our legitimate business and professional management responsibilities which include but are not limited to providing you with suitable advice, ensuring your portfolio and financial products continue to be suitable for you, adhere to anti money laundering requirements and investigating and resolving complaints.

### What form of personal information do we process?

Where relevant, this will include but is not limited to:

- **Personal and contact details**, such as title, full name, contact details and contact details history
- **Your date of birth, gender and/or age**
- **Your nationality and National Insurance Number**
- **Details of beneficiaries**
- **Family members (if relevant to the arrangements)**
- **Records of your contact with us** such as client meetings, by landline, videocall, mobile phone or SMS, email and post. If you contact us online using our online services or via a smartphone, details such as your mobile phone location data, IP address and MAC address
- **Arrangements and services** including the associated bank details for payments and withdrawals
- **Policies held**, including bank accounts, legacy policies and new policies
- **Information about your use of plans or services linked to our business partners**, such as insurance policies, savings or financial services and products
- **Information we obtain from third parties**, including information about insurance and financial plans

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- **Personal information which we obtain from Money Laundering Agencies** including public and shared credit history, your financial situation and financial history
- **Information about your health** and whether you are a vulnerable client
- **Information about your property**, such as location, value, outstanding mortgage
- **Financial details about you**, such as your salary and details of other income, details of your savings, your expenditure, and payment method(s)
- **Details about all of your existing borrowings and loans**, if relevant
- **Information about your employment status**, if relevant
- **Information about your property occupier status**, such as whether you are a tenant, live with parents or are an owner occupier of the property where you live
- **Your residency and/or citizenship status**, if relevant, such as your nationality, your length of residency in the UK and/or whether you have the permanent right to reside in UK
- **Your marital status**, family, lifestyle, or social circumstances, if relevant, the number of dependents you have or if you are a widow or widower)
- **Information about any guarantor** where relevant
- **Third party transactions**, such as whether a person other than the account holder (for example, a trustee) uses the service, information about that person and the transaction
- **Tax Information**, if relevant.

## General information about your data and your rights

Where we collect data directly from you, we will inform you in writing of the name and contact details of the data controller for that data and their representative. For example, where we arrange an investment on your behalf with a third-party investment manager, we will identify the data controller at the financial institution in question.

We will inform you of the contact details of any Data Protection Officer appointed by us.

We will inform you of and describe the purposes and the legal basis for which your data is to be processed. In the event that the legal basis to be relied on is that of the legitimate interests of the data controller or any third party, we will inform you as to the nature of those legitimate interests.

We will inform you of the recipients or categories of recipients of data.

In the event that the data controller proposes to transfer the data to a country other than those covered by the GDPR, we will provide you with details of the safeguards surrounding such transfers and how to obtain a copy of them.

We will inform you of the period for which we propose to hold the data, or where this is not possible, the criteria which we will apply to data retention.

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We will remind you of your rights whereby you may:

- request access to data of which you are the data subject
- object to, or withdraw consent for, the processing of the same
- obtain rectification of inaccurate data
- prevent data processing for the purposes of direct marketing
- object to decisions being taken by automated means and to have the logic behind those decisions clearly explained
- claim compensation for damages caused by a breach of the Act
- request data erasure

Where you exercise your right to request (via email or post) access to data of which you are the data subject, we will endeavour to respond to you within 30 calendar days of receipt of your request. There will be no charge for this service unless the request is manifestly unfounded or excessive in which case, we reserve the right to charge a fee or refuse to respond.

You may give notice in writing of any request that we cease to process your data and we will comply with that request as soon as is reasonably practicable.

Where the legal basis for the processing of your data is to adhere to compliance with a statutory or contractual obligation, or the necessary precondition to entering into a contract, including compliance with the requirements of any Regulator, we will inform you as to:

- Whether you are legally required to provide such data, and
- The consequences of failing to provide such data.
- Where we obtain your data otherwise than directly from you, you will have the same or equivalent rights to those set out above.
- Save in the circumstance as detailed below, we will inform you of the source the data originated from and whether it came from publicly accessible sources. The information to be provided will be in accordance with the following time periods, whichever shall occur first:
  - As soon as practicable after obtaining the data and in any event within one month
  - At the time of our first communication with you using the data
  - When the data is first disclosed to another person
- We shall not be obliged to provide you with this information:
  - Where you already have the information
  - Where we are subject to an obligation of professional secrecy prohibiting the disclosure of the information
  - Where disclosure would render impossible or severely impair the achievement of the reasons for which the data is to be processed. In such cases, we will do what we can to protect your rights and freedoms

- You have the right to complain with regard to any aspect of the processing of your data and any breach of the above rights to the relevant supervisory authority, who in the case of the United Kingdom is the Information Commissioners Office, who can be contacted at:
- Online: [www.ico.org.uk](http://www.ico.org.uk)
- Phone: 0303 123 1113

## Sharing your information with Credit Reference Agencies (CRA)

Credit reference agencies (CRAs) give lenders a range of information about potential borrowers, which lenders use to make decisions about whether they will offer you credit or not. They hold certain information about most adults in the UK.

The three main consumer credit reference agencies in the UK are Callcredit, Equifax and Experian.

Most of the information held by the CRAs relates to how you have maintained your credit and service/utility accounts. It also includes details of your previous addresses and information from public sources such as the electoral roll, public records including county court judgments, and bankruptcy and insolvency data.

The information held by the CRAs is also used to verify the identity, age and residency of individuals, to identify and track fraud, to combat money laundering and to help recover payment of debts.

Government bodies may also access this credit data to check that individuals are entitled to certain benefits and to recover unpaid taxes and similar debts.

Credit reference agencies are licensed by the Financial Conduct Authority

You can find out more about Call Credits Privacy Policy on their web page.

This document provides an overview about how Callcredit use and share personal data that they receive and use in connection with credit risk and affordability checking, fraud prevention, anti-money laundering, identity verification and tracing services:

- Online: [www.callcredit.co.uk/legal-information/bureau-privacy-notice](http://www.callcredit.co.uk/legal-information/bureau-privacy-notice)

## Holding your data

We undertake to review the data we hold on a regular basis to ensure compliance with data protection law. In the course of any review, we will:

- Delete any data which is trivial or transitory in nature, or which in our opinion is no longer required for the purposes set out above.
- Update the data to ensure that any errors or inaccuracies are corrected.
- Archive data as detailed below.
- Subject to the data retention periods, as detailed below, securely delete the data when it is identified that it no longer needs to be held.

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We may retain and process your data for the following periods. In the event that more than one period applies to the same data, we will retain the data to the last such period to expire:

- We will hold details of any agreements between you and us for a period of six years from the termination or expiry of the agreement unless we have been notified of any circumstance which might give rise to a claim under or by reference to such agreements.
- We will process data relating to investments which we have provided advice on and/or arranged for you. We will process such data throughout the entire period you are and remain a client of the firm and for a period of not less than six years following our ceasing to provide service to you in regard to these investments. In the case of long-term investments, we may process your data until the date of maturity.
- We will hold data as required by any Regulator until the end of any limitation period imposed by that Regulator, which in the case of the Financial Services Authority is currently six years for all types of business undertaken except for Occupational Pension Schemes, which can include Defined Benefit Transfers and Money Purchase Transfers, where the data retention period is indefinite.
- We will hold data as required by any relevant third party until the end of any limitation period imposed by that relevant third party, which in the case of HMRC is 7 years, unless we are notified that any period is considered “open” by HMRC in which case it will be until we are notified the period is “closed”.
- We will hold data as required for the purposes of any legal proceedings for a period of six years following the conclusion of any such proceedings unless a longer period is required pursuant to any court rule or enactment. Proceedings will be taken to have concluded on the expiry of any period given to appeal any final judgment or on the date of any settlement staying all relevant claims if the proceedings were settled before judgement.
- Save for the above, we will hold data for a maximum of fifty years from the date we receive the data.

### Archiving data

We will regularly review data and where in our opinion such data has ceased to be Active it will be archived and processed only as Archived Data. Any data which is deemed Archived Data will only be processed in limited circumstances.

All storage of data, whether Active Data or Archived Data, will be in accordance with good practice and will be undertaken in accordance with organisational systems and procedures, which will be regularly reviewed, to maintain the security of data.

### Data portability

On the termination or expiry of any agreement to provide services to you and on your written request, we will, subject to our right to retain copies of data for the purposes set out above, agree to return any data you have provided to us in a structured, commonly used and machine-readable format, or transfer the same to a new data controller nominated by you.

## Who we may share your data with

In order to carry out our legitimate business and to provide you with financial planning services, we have entered into agreements with and will share your information with the third parties, for the purposes of Compliance, IT systems security, data management and control and auditing. Full details of the addresses (all UK based) of these companies and their contact details are available on request.

You have the right to:

- Access your data processed by our AI systems.
- Request correction or deletion of your personal data.
- Object to the processing of your data by AI in certain circumstances.
- Withdraw consent where processing is based on consent.

For any concerns or inquiries about your data or our AI practices, please contact us.

## Potential Business Transfers

In the event that Fiducia Wealth Management is involved in a merger, acquisition, sale of assets, or other business transaction, your personal data may be part of the assets transferred. Any such transfer will comply with applicable data protection laws, and the receiving party will continue to handle your personal data in accordance with this Privacy Notice, or an updated notice provided at the time of transfer.

We will notify you in advance of any such transfer, providing details of the acquiring entity and any changes to how your data will be processed, if applicable.

## Marketing

From time to time we may wish to contact you with details of other investment, pension or financial arrangements and/or services which we think may be of interest and of benefit to you. If you consent to contact for this purpose you will be asked for your preferred method on the client agreement.

If you do not select an option we will reasonably assume that you do not wish to be contacted by us with regard to additional investment, pension or financial arrangements and services, other than if Fiducia Wealth Management believe there is a legitimate interest to provide information which may have an impact on your investments.

We will not use your data for marketing purposes of any sort unless you have expressly given us your prior consent. The use of your data as detailed in this agreement is not affected by whether you choose to consent to the use of data for marketing purposes.

You may withdraw your consent to marketing at any time by giving us notice in writing.

## Legal Terms

If any provision, or part thereof, of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

In the event of any change in Data Protection Law occurring after the date of this agreement which requires the adoption of revised provisions dealing with data retention or portability, the parties will use all reasonable endeavors to agree such

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consequential changes to this agreement as may be reasonable to comply with the Data Protection Law (“Compliant Terms”) and incorporate the same as an amendment to this agreement.

We take your privacy very seriously and will only use your personal information and data to administer the services we have agreed to provide, including but not limited to any arrangements or contracts for pensions, life insurance, equity release and investments including discretionary investment management services which you have made or entered into through our firm.

## SERVICE

We will consider you to be a ‘retail client’ unless we inform you otherwise in writing. This affords the highest level of consumer protection.

Subject to the accuracy and adequacy of the information you provide to us, our advice will be suitable at the time it is given.

Fiducia is authorised to advise on and arrange transactions in shares, warrants, debentures, Government and public securities, structured products, life assurance, pensions, unit trusts and other collective investments. We do not provide advice on individual shareholdings, options, futures and other derivative contracts although we can refer you to a stockbroker.

## CONTACT

The amount of contact that we provide to you is dependent on the service proposition that you agree to (please see propositions in the accompanying “Our Services” document) and we are not obliged to contact you over and above the agreed proposition.

Please make sure you are aware and comfortable of the amount of contact you will receive and you are aware of the limitations of the proposition chosen by yourself. You need to be happy that the proposition selected meets your needs.

## FEES

Any services offered under the annual management fee, if not taken up, are not refundable. Payment to Fiducia is to be made in accordance with the firm’s current standard terms, which are available to view on our website.

In the event that you receive chargeable advice but do not implement our recommendations or following the implementation of a recommendation you subsequently cease to pay premiums/contributions on the product concerned, or cancel a policy, product or asset, no refund or waiver of fees paid or due to be paid is available.

Fee invoices are payable within 30 days. Payments made later than this will be subject to a late payment charge which will be calculated at an annual rate of National Westminster Bank’s standard savings rate plus 5%, this charge accruing on a daily basis.

If any costs are to be denominated in a currency other than Sterling we will provide a statement specifying the currency to be used, an applicable conversion rate and any costs associated with the conversion. Please note that other costs associated with transactions may arise, such as taxes, which are not paid via or imposed by Fiducia.

## INSURANCE FEES

Our services can be paid by either commission or fees.

If you decide to pay by fee, we will reduce the amount due by any commission payable. However, if the commission does not cover our fees, we will ask you to pay the difference. If any commission is subsequently reclaimed by the insurer, usually because of non-payment of premiums, we will ask you to repay the amount reclaimed. We also reserve the right to charge you a fee to cover unpaid future commission, where premiums cease before the plan expiry date and our time costs have not been covered.

Again, we will not charge until we have agreed that you wish to proceed and how we are to be paid.

## RISK

We use a risk profiling process to help determine the appropriate level of investment risk for each individual client and will ask you to complete a risk profiling questionnaire. Our core investment portfolios are risk-budgeted to match each client's personal risk profile. Our investment process is based on the principles of asset allocation and diversification. All investments carry a degree of financial risk, which will tend to increase in proportion to the potential return. As investments can fall as well as rise, you may not get back the full amount invested. Before entering into any investment agreement, you must ensure you understand and are happy to accept the associated level of investment risk. Detailed information about the specific risks associated with a product will be contained in the product information documents provided.

## CANCELLATION AND WITHDRAWAL RIGHTS

These may apply depending on the type of contract and whether the decision was concluded following face-to-face advice or exclusively by one or more means of distance communication. In general, there will normally be a 30-day cancellation period for a life or pension policy and a 14-day cancellation period for other types of contract. For a pure protection contract, the cancellation period will normally begin when the policy terms and conditions have been issued.

In other situations, the cancellation period will begin on the day the contract is concluded or, if later, the day on which the contractual terms and conditions are issued. An appropriate notice will be provided by the policy issuer together with details of the contract terms entered into.

For investment arrangements, any losses arising from poor investment performance during the cancellation period are not recoverable. There are no cancellation rights in respect of direct equity investments.

## COMPLAINTS

If you should have a complaint about the advice you receive or a policy or plan we have recommended, you should write to the Compliance Officer, Fiducia Wealth Management Limited, Dedham Hall Business Centre, Brook Street, Dedham, Colchester CO7 6AD. Copies of our complaints procedure are available on request. If you are not satisfied with our resolution of your complaint, you have the right to refer the complaint to the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

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## FINANCIAL SERVICES COMPENSATION SCHEME

Fiducia subscribes to the Financial Services Compensation Scheme (FSCS) and if you make a valid claim against the company in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the scheme. The level of redress will depend on the type of arrangement and the circumstances of the claim. Claims for most types of investment are covered up to a maximum limit of £85,000. For compulsory classes of insurance, insurance advising and arranging, the cover is 100% of the claim without any upper limit. Details of the cover provided by the scheme are set out in a leaflet which we will send to you on request. Further information is available from the FCA and the FSCS.

## PERSONAL INTERESTS

We offer independent financial advice and although we will always try to act in your best interests, there may be situations where we or one of our other clients has some form of interest in the business being transacted for you.

If we have some form of interest in any other firm that we recommend for you, or we become aware that our interests or those of one of our other client's conflicts with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. We will also let you know the steps taken to make sure you are treated fairly.

We have a conflicts of interest policy. If you want to see a copy of it, please ask us.

## ADVICE AND INSTRUCTIONS

We require advisory clients to provide specific instructions in writing (which includes fax and email transmissions) to avoid possible disputes.

At our discretion we will accept oral instructions provided they are received on our recorded telephone lines.

Instructions, however issued, are only valid from the time we receive them at our Administration Centre, not from the time you issue them. Any advice given to you by us shall be in writing, which includes email.

## 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 by either party and will take effect immediately upon receipt of the notice, or once the provider has been informed, if later. If the agreement is terminated, you will pay for any transactions that are affected before termination and a due proportion of any fees accrued to the termination date. Termination will be without prejudice to the completion of any transaction already initiated.

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## CLIENT MONEY

Fiducia does not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you a fee invoice). We do not handle cash. All cheques for investment purposes should be made payable to the provider(s) with whom you have decided to invest.

## DELAY IN PROCESSING

The company will not be held responsible for any delay beyond its control, or as a result of a failure by any party (including the client) to complete all the necessary steps to process a transaction.

## CARE OF DOCUMENTS

We will make arrangements for all your relevant investments to be registered in your name unless you first instruct us otherwise in writing. Unless agreed otherwise in writing, we will forward 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 are involved, we will normally retain each document until the series is complete at which time we will forward them to you. All contract notes, cheques, policies and other documentation will be sent by post and will be sent at your risk. We do not offer clients a safe custody service. In some cases, documents may be sent directly to you by the insurance company, investment manager or execution venue.

## INVESTOR PROTECTION

We maintain professional indemnity insurance to enable us to meet any liability that may arise in respect of our obligations to you for services performed on your behalf. In the event of any failure, interruption, or delay in performance of obligations resulting from breakdown, failure or malfunction of any telecommunications, postal/courier service or a computer system not reasonably within Fiducia's control, Fiducia shall not be liable or have any responsibility of any kind for any loss or damage incurred by you.

## IDENTIFY VERIFICATION

Fiducia is obliged to conform with the UK Money Laundering Regulations and to the joint Money Laundering Steering Group guidance notes. These regulations require all financial institutions to verify the identity and place of residence for each beneficial owner. In order to meet these requirements, we will require sight of certain documentation and confirmation as to where the investment monies are coming from. If you provide false or inaccurate documentation and we suspect fraud or money laundering then this will be recorded.

If you are new to the firm, we will not commence any work for you until the verification process has been completed. No loss or liability will be accepted in this regard.

The company reserves the right to approach a third party in order to verify the identity of a client, or any other person providing funds on behalf of an investment made in the client's name.

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Where further information is required, to verify identity, the company reserves the right to delay applications or withhold settlement until sufficient identification has been provided.

We reserve the right to conduct an electronic money laundering check on each client. However, you should be aware that as a result of this, it will leave a 'soft footprint'. This means that there will be no impact on an individual's credit file and would not be seen by any company conducting a credit check on you. You must advise us if you do not wish this check to take place.

## BEST EXECUTION POLICY

For certain types of investment, we are required to process the transaction in accordance with our Best Execution Policy (the 'Policy'). Under the rules of the FCA we are obliged to take all reasonable steps to obtain the best possible result when carrying out certain investment transactions for clients. Our clients are automatically assessed as Retail Clients for this purpose unless it can be shown that they should be classified differently. The content of the Policy is aimed at Retail Clients only.

The duty of best execution only applies when implementing orders on a client's behalf. An order is your instruction to us to undertake a transaction in a financial instrument (for example, the purchase of a number of investment trusts); in doing this we are merely receiving and transmitting the order for you.

When arranging a transaction in a financial instrument, we undertake to take all reasonable steps to achieve best execution. We have policies and procedures in place that are aimed at providing the best possible result in respect of your order, on a consistent basis. This does not mean that we will always achieve the best possible price; rather that we will aim to achieve the best possible result that can be expected given our resources, the nature of your order and the position of the market at the time the order is taken. When we execute an order for you, we will consider:

- Your characteristics
- Any specific instruction that you give
- The financial instrument's characteristics
- The execution venue's characteristics

We will also consider the following execution factors in our effort to obtain the best possible result for you:

- Price
- Costs
- Speed
- Likelihood of execution and settlement
- Size of the order
- The impact your order may have on the market
- Any other consideration relevant to the execution of the order

It would normally be the case that price, costs and speed of transaction will be the most important factors for a retail client, but the exact order of importance may vary depending on individual circumstances.

When we execute your order we:

- Will always use a third-party broker or platform provider
- Will not trade as principal and will always trade as an agent

If you give us specific instructions in respect of a transaction, the transaction will be executed in accordance with those instructions. Where the specific instruction applies only to part of an order, the balance of the order will be subject to our standard order execution policy.

We will transmit your order to a third-party provider (an 'execution venue') for execution. In doing so we are acting in your best interests and having considered the various factors and criteria previously referred to. For some markets we have selected a sole third-party provider, and this provider is considered to be able to provide services to a standard at least as good as could be expected from other such firms.

All third-party providers with whom we share your information subscribe to the relevant regulations relating to Data Protection and Client Confidentiality.

The execution venues we typically use are:

- Transact (for collectives)
- 7IM (for collectives)
- AJ Bell (for collectives)

We reserve the right to use other execution venues (but are not obliged to do so), if we believe that this will produce a better overall result. We will assess our choice of execution venues on a regular basis as we see fit and may add and/or delete execution venues in accordance with our obligation to provide best execution on a consistent basis. A current list of execution venues can be obtained on request.

On a regular basis, as defined by Fiducia's investment management team, we will:

- Review the Policy and order execution processes to ensure it/they continue(s) to achieve the objective of best execution
- Assess the suitability of our third-party providers to establish their ongoing suitability as providers of the best results for our clients on a consistent basis
- Notify clients of material changes to the Policy and ensure a current version of the policy is available to be issued on request.

It is a requirement that we obtain a client's consent before placing business on their behalf, (other than undertaking investments within our discretionary service).

Unless advised to the contrary, we will consider such consent will have been provided following the Policy having been issued to you, such consent being considered to have been further confirmed if an instruction is received from you to execute a transaction.

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## SUITABILITY

Subject to the service category you opt for, we will assess suitability annually to enable us to act in your best interests.

It is important that you provide us with correct, up-to date and complete information on your current circumstances to help with this assessment.

If you do not provide us with up-to date information, we will base our assessment on the details you have previously provided. We do not accept responsibility for providing unsuitable advice resulting from personal circumstances we are not aware of.

## RECORD KEEPING AND RECORDING OF CALLS

We will record telephone conversations made from, or to, our office, and retain copies of them for at least five years, or as long as we are legally responsible as well as any transcripts and any written or electronic communication we have with you. These will be used for the purpose of administering your account, training, evidencing compliance with regulatory requirements, evidence in the event of a dispute, or as evidence in court.

## THIRD PARTY RIGHTS & RESPONSIBILITIES

There may be occasions whereby we would refer you to a specialist for specific advice such as tax advice. Should you pursue our suggestion to use the third party introduced to you, you should note that we are not responsible for the advice that they give you. You will be subject to their terms and conditions. They will agree their charges for their advice direct with you.

## LEGAL ADVICE

Fiducia does not provide legal advice.

## CONTACTING FIDUCIA

### **Fiducia head office:**

Dedham Hall Business Centre,  
Brook Street, Dedham,  
Colchester CO7 6AD.

**Telephone:** 01206 321 045

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*fides fiduciary*

## CLIENT AGREEMENT

Please be aware that this document, along with any others that are provided to you and which are to be read in conjunction with this document, comprise our standard Client Agreement. In the event of a dispute between us, we will rely on the information contained in this document, and any associated documents. This being the case, you should read any documents that you have been supplied with carefully before you sign them.

We will not provide you with physical copies of the key features documents or prospectuses relating to each individual fund or asset selected unless you specifically ask for them. The funds within our core portfolios are documented in Key Investor Information Documents (KIIDs) on our website which you can access using the following link:

[www.fiduciawealth.co.uk/about/our-clients/key-investor-information/](http://www.fiduciawealth.co.uk/about/our-clients/key-investor-information/)

Any past performance figures provided within these documents or within our reports are not necessarily a guide to future performance.

If there are any points that you do not understand, or any matters at all on which you want to have further guidance, please ask us for further information before signing this document.

We are unable to transact business on your behalf until this Client Agreement has been signed and then accepted by us. Neither Fiducia, nor any of its officers, agents or employees, are responsible for any loss or detriment incurred by you due to our inability to act on your behalf should you delay in signing this document.

## DEATH

If you die, your personal representatives should notify us promptly and provide us with any documents that we reasonably request to evidence their authority to deal with your affairs before we will accept instructions from them in relation to your plans and investments.

The agreement will continue to bind your personal representatives until your plans and investments are closed.

If we are informed of your death any regular withdrawals will cease. If we are informed of the death of any beneficiary of a trust, only regular withdrawals to that beneficiary will cease. We will continue to manage (and continue to charge associated fees and charges on) your plans and investments in accordance with the agreed objectives until your account is closed. We will charge fees at the hourly rate shown within page 22 for the time cost we incur for assisting your personal representatives, but those fees may be reduced by the ongoing fees we may continue to receive from your plans and investments.

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## WHOSE PRODUCTS DO WE OFFER?

### Investment

- ✓ Our advice is whole of the market.
- ✗ We only offer products from a limited number of companies.
- ✗ We can only offer policies provided by a single company.

### Insurance

- ✓ Our advice is drawn from a comprehensive range of Insurers for life assurance, permanent health insurance, critical illness cover and private medical insurance.
- ✗ We can only offer policies provided by a limited number of Insurers.
- ✗ We can only offer policies provided by a single Insurer.

### Equity release

- ✓ Our advice is whole of the market.
- ✗ We only offer products from a limited number of companies.
- ✗ We can only offer policies provided by a single company.

We offer a comprehensive range of equity release products from across the market, but not deals that you can only obtain by going direct to the lender

### Mortgage:

We will provide you with a referral to an independent mortgage specialist. We will not provide advice ourselves.

## WHICH SERVICE WILL WE PROVIDE YOU WITH?

### Investment

- ✓ **INDEPENDENT ADVICE** – We will assess your needs, and then recommend the most appropriate solution based on a comprehensive and fair analysis of the market.
- ✗ **Restricted Advice** – We will assess your needs and then recommend a solution from a limited number of companies, and you may ask for a list of those companies.
- ✗ **NO ADVICE** – We will not provide any advice or recommendation. We may ask some questions to help the selection of various solutions, but you will need to make your own choice about how to proceed.

### Insurance

- ✓ We will advise and make a recommendation for you after we have assessed your needs for life assurance, permanent health insurance, critical illness cover and private medical insurance.
- ✗ 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.