

TERMS OF BUSINESS

Introduction

Our Terms of Business explain the main aspects of the way we operate, and how this affects you, the client. These Terms of Business will be effective from the date of receipt but may be amended by us following any initial interview intended to ascertain your current financial situation, objectives, and attitude to financial risk. Any such amended Terms of Business will be sent to you within 10 working days of that interview. However, irrespective of any amendments arising from such interviews, we reserve the right to amend the terms of this letter without your consent but we will give at least 10 business days' notice before conducting relevant business, unless we consider it to be impracticable to do so under the circumstances at that time.

Our status

County Financial Limited, 3 Gregories Court, Gregories Road, Beaconsfield, Bucks HP9 1HQ is authorised and regulated by the Financial Conduct Authority. Our FCA number is 145831. Our permitted business includes advising on and arranging investments, pensions and general insurance transactions, including life insurances. You can confirm our registration on the FCA website www.fca.org.uk (follow the link to "Check the Register") or call the FCA on 0800 111 6768.

Our Services

We offer **independent** investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

The areas that we can advise on include: -

- Life Policies, Income Protection and Critical Illness Insurance
- Personal Pension, Stakeholder Pensions and SIPPs
- Unit Trusts, OEICs and Investment Trusts
- Structured Deposit and Capital at Risk Products

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We will consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

We do not provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker.

We do not provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients

Where we provide protection planning services we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market.

Fees and Commissions

Details of the services that we provide are set out in our explanation of our Service Options. This explains the products we are able to recommend, our status, and our fee arrangements.

We offer an initial discussion, at our expense, when we will describe our services, discuss our fee arrangements and payment options with you, and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid.

If we arrange for you to effect a contract on which we receive commission or a provider-facilitated fee, rather than a fee paid initially, and you subsequently cease to pay premiums on the policy so that we are obliged to refund remuneration that has been paid to us, we reserve the right for a period of four years to charge you for the shortfall compared with a fee based on the number of hours spent in advising you and arranging the policy. If we recommend to you any policy to which this paragraph applies, we will at the same time inform you in writing of the maximum amount of any such fee and of the latest time at which we would charge it.

Client Categorisation

Unless you receive confirmation in writing to the contrary, in all our dealings on investment matters you will be treated as a Retail Client. This means that you are given the highest level of protection available under the UK's regulatory system. On insurance matters you will be treated as a Commercial Customer or a Consumer, depending on whether you are acting for business purposes or not.

Objectives

When making a specific investment, insurance or pension recommendation, we will confirm your objectives and any restrictions on the types of product that you wish to buy, and explain in our "suitability report" why, having assessed your needs, we consider that our recommendations are suitable for your individual circumstances.

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When arranging an insurance contract, including life insurance, we will confirm your demands and needs and any restrictions on the types of product you wish to buy in a “statement of demands and needs”.

Before making any recommendations, we will carry out a suitability assessment so that we are able to act in your best interests

Fact Find Information

You are encouraged to provide as much information as possible about your financial situation, investment objectives and knowledge and experience in the field of investments. Without such information we may not be able to provide advice, or the validity of our recommendations may be impeded by the lack of information. We are entitled to rely on the information provided by you unless we are aware that the information is manifestly out of date, inaccurate or incomplete.

Where you ask us to effect a transaction without receiving financial advice from us, it is important for you to understand that you are responsible for deciding whether the policy chosen meets your demands and needs. We may need to seek information from you to establish whether you have the necessary knowledge and experience to understand the risks involved in the particular transaction.

For the avoidance of doubt, please be aware that when you become a client of our firm, we do not accept any responsibility for advice previously given to you by other firms. Nor is it part of our brief to review the suitability of advice previously given to you, unless we have specifically agreed to do so.

Instructions

Normally, we ask clients to give instructions in writing by completing the relevant application form and signing the appropriate declaration. Where appropriate the use of e-mail and fax will be acceptable. You will be informed of any taxes or costs that may exist other than our fees, the period for which any illustrations are valid, and of the minimum duration of the contract.

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as ‘best execution’.

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

Our authority to act on a client’s behalf in accordance with these Terms of Business can be terminated at any time by either side in writing, without prior notice and without penalty. This will be effective from the date the notification is received. However, if transactions already initiated remain outstanding, the notification will only be effected once these have been completed.

Amendments

From time to time it may be necessary to amend the terms set out in this agreement where it is not necessary to issue a new agreement. If this is the case we will write to you with details of the changes at least 25 business days before they become effective.

Cancellation rights

You have a right to cancel most investment and insurance contracts, provided that you notify the provider of your wish to cancel the contract, within 30 days (for most investment and protection contracts) or 14 days (for unit trusts and most general insurance contracts). Where you have a right to cancel your purchase, the product provider will give you notice of this in writing. For certain products where cancellation is not feasible, you will instead have an opportunity to withdraw from the contract before it is put into effect.

Review

Some of our clients benefit from our Advisory Service under which we undertake to provide a valuation of your investments, and other support, on a regular basis. Details of this service are provided separately. Where this service does not apply, when we have arranged a contract for which you have given instructions, we will not give you any further advice unless you request it. However, we may contact you shortly before the contract expires to discuss its renewal, if appropriate. Alternatively, we will be glad to advise you at any time, should you ask us to do so.

Ownership

As intermediaries we never own any products you buy or transact through us. All purchases will be registered in the name/s of the client/s unless otherwise agreed in writing. We will forward to you all documents showing ownership of your purchases as soon as it is practical after we receive them. Where a number of documents relating to a series of transactions are involved, we may retain each document until the series is completed and then forward them to you. In some cases the documentation will be sent to you direct from the product provider.

Records

We will, if required by you or your agent, supply copies of contract notes, vouchers and copies of entries in books, records and computerised records relating to you. We undertake to maintain such records for a period of at least six years from the date of each transaction.

Personal Interests

We undertake not to transact business which we are prohibited from entering into, or which involves misuse of confidential information, or which conflicts with our obligations towards our customers. We will not transact for you any business in which our firm, a member of staff, or another customer has an interest, unless that interest has first been disclosed to you in writing and your consent has been obtained.

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A copy of our “Personal Dealings and Conflicts of Interest” policy is available on request.

Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.

However, from time to time we may attend training events funded and/or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this does not affect our obligation to act in your best interests. Please ask us if you would like further details.

UK Money Laundering Regulations

We are obliged to conform to the UK Money Laundering Regulations and also adhere to the guidance notes from the Joint Money Laundering Steering Group. This process may require sight of certain documentation to verify the identity and place of residence of each client.

To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a ‘footprint’ on your credit file but it will not affect your credit rating.

We may also request that you inform us how any monies being invested were obtained/accumulated. If you provide false or inaccurate information and we suspect fraud or money laundering we will record this. We will not forward any applications or money to third parties/product providers until our verification requirements have been met. We take no responsibility for any delay where money laundering verification is outstanding. In circumstances where sufficient verification is not received in a timely manner after we have received completed applications, the application(s) and any monies may be returned to you.

Data Protection

For your protection, County Financial Limited is registered under the Data Protection Act. Information provided by you may be held, processed, disclosed and used by ourselves, professional advisers and any associated companies in servicing our relationship with you. However, strict confidentiality will be maintained at all times. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information. This information may be disclosed to third party product providers in the course of providing our analysis and servicing of our relationship with you. No information will be passed to another party without your prior consent unless we are legally obliged to do so. You also agree that for the purposes described above your data may be transferred to countries outside the European Economic Area (EEA). We may use and analyse your data, including the nature of your transactions, to provide you with information by post, telephone fax or e-mail to

service and update you, as well as informing you of new opportunities. If you would prefer to be excluded from these services, please write to us at County Financial Limited, 3 Gregories Court, Gregories Road, Beaconsfield, Bucks, HP9 1HQ.

What to do if you have a complaint

If you wish to register a complaint, please contact Andrew Hounsell in writing at County Financial Limited, 3 Gregories Court, Gregories Road, Beaconsfield, Bucks, HP9 1HQ or by telephone on 01494 675127. We will acknowledge receipt of the complaint and will send you a copy of our complaints handling procedure. The matter will be investigated in line with that procedure and our findings will be reported to you. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, subject to certain time limits, unless the complainant is a business, charity or trust with turnover/assets over €2 million or at least ten employees.

Client Money

We do not handle clients’ money. We never accept a cheque made out to us (unless it is settlement of charges for which we have sent you an invoice) nor handle cash.

Treating Customers Fairly

We are committed to “Treating Customers Fairly”. We have reviewed the advice and information that we provide to our customers, and the standards of service that we offer. If you have any suggestions on how we might improve our treatment of customers, please let us know.

Compensation and Professional Indemnity

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of transaction:

- **Deposits: £85,000*** per person per firm (for claims against firms declared in default from 30 January 2017).
100% of £85,000*
- **Investments: £50,000** per person per firm (for claims against firms declared in default from 1 January 2010).
100% of £50,000.
For more details visit [The FSCS Investment Limits \(/what-we-cover/eligibility-rules-compensation-limits/investments-limits/\)](#) page.

Different compensation arrangements could apply if a product provider was unable to meet its obligations. Further information about compensation arrangements is available from the Financial Services Compensation Scheme (Customer Services – 0800 678 1100 or 020 7741 4100 or the web addresses detailed above).

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In addition to the scheme, we are also insured for negligence by any member of staff.

Law and language

Where applicable, our dealings with you shall be governed by the law of England. All information, terms and conditions, and communications shall be in English.

Acceptance of terms

These are the standard terms under which we intend to do business with you. For your own benefit and protection you should read these terms carefully before signing below. If you do not understand any point, please ask for an explanation.

I accept these terms:

..... (Signature) (Signature)
..... (Print name) (Print name)
Date:	Date: