

Client Agreement

Information about our services and how we operate as Independent Financial Planners.



This document should be read in conjunction with **Our Services** and **Privacy Statement** documentation, as part of our firm disclosures.

Authorisation statement

Fortuna Financial Planning is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website (<https://www.fca.org.uk/firms/financial-services-register>) or by contacting the FCA on 0800 111 6768. Our firm reference number is 629977.

Your aims and objectives

Unless we notify you in writing to the contrary, we will be treating you as a "retail client" for investment business and a "consumer" for general insurance business. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

With very few exceptions, we will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information (Illustrations, key features and facts documents) you will receive before conclusion of any contract.

We will issue any documentation/recommendations and any other communication to you in English.

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We

would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

Our services

Fortuna Financial Planning is able to act on your behalf in guiding and advising you on the following products and services;

For investment advice we offer an Independent advice service. We will recommend investments based on a comprehensive and fair analysis of the market. We will place no restriction 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.

You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise you may not get back the full amount invested.

For insurance based products such as non-investment protection contracts we offer (e.g term assurance, income protection and critical illness from a range of insurers).

When covering general insurance contracts we offer buildings and contents insurance, accident, sickness and unemployment (ASU), private medical insurance from a range of insurers. We will provide you with advice and arrange the contract on your behalf after we have assessed your demands and needs for a particular type of insurance.

For mortgage advice, we offer an independent mortgage broking service. Where we will recommend a mortgage product that is suitable for you following an assessment of your personal needs and circumstances, this includes equity release and consumer buy to let. This will include a detailed assessment of affordability. We will consider all products and lenders that we have access to, this means we will not consider those lenders that are only available by you going direct to them.

Where you are increasing your borrowing we will consider the merits of both a new first charge mortgage and / or securing this by an additional mortgage on a second charge basis. You may have the option of a further advance from your existing lender, however, we will only consider this where we are able to deal directly with the lender on your behalf.

It may be in your best interests to explore this option and look

at the alternative of an unsecured loan, as this may be more appropriate for you. You should always explore this option in the first instance.

We will receive and retain a commission from the lender when your mortgage completes. This amount will be confirmed by the lender in their disclosure document. Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

For a detailed breakdown of costs please refer to **Our Services** document.

Our process

We offer you an initial discussion (without charge) during which we will describe our services and explain the payment options. Gather and analyse personal financial information about you and your aims and objectives.

This helps us to understand your financial objectives and will confirm how we can support you in working towards these. We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you.

Recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you.

We will issue a confirmation of engagement (including invoice) at the application stage of your investment plan going live, which can either be paid directly by you or deducted from your investment. We must receive full payment of the invoice immediately unless you have elected for our fee to be deducted from your investment. This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you.

The ongoing support of your financial planning and wealth management. This can also include monitoring your mortgage and lending position.

Refund of fees

When carrying out lending services, fees are payable on application of any loan. We do not offer any refund. Please note our fee will still be charged should the lender reject your mortgage application due to you not disclosing any material information about your personal situation. It should also be noted we do not provide a refund should you decide not to proceed with the mortgage loan after we have made a recommendation to you.

VAT

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

Client Money

Fortuna Financial Planning is not permitted to handle client

money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

Documentation

We will endeavour to make arrangements for all your policies to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Material Interest

We will act honestly, fairly and professionally 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, 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.

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business.

In doing so, we will:

- Be open, honest and transparent in the way we deal with you.
- Not place our interests above yours.
- Communicate clearly, promptly and without jargon.
- Seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements.

Cancellation rights

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the

contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Certain protection and insurance contracts allow you the right to cancel after a contract has been put in force. Prior to you entering into a contract of protection or insurance we will provide you with specific details should this apply to include: its duration; conditions, practical instructions and any costs for exercising it together with the consequences of not exercising it.

Should you decide to cancel our agreement to provide ongoing monitoring services you must provide written confirmation of your decision and we will cease payments for these services within 7 business days and after collection of any due proportion of any period charges.

Instructions

We prefer our clients to give us instructions in writing (including email), to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

Complaints

If you wish to register a complaint, please write to Fortuna Financial Planning, 4 Old Park Lane, Mayfair, London, W1K 1QW or telephone 01992 503 410.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567.

Compensation Scheme

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Further information about the limits applicable to the different product types is available from the FSCS at www.fscs.org.uk/what-we-cover/products.

Client Verification

We are required by anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose 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.

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

Fortuna Financial Planning 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.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

Declaration

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

I/We are aware of the services offered by the firm and any associated costs, which were provided in the **Our Services** document.

I/We hereby confirm that I/we have read the **Privacy Statement** and grant the firm permission to process my/our personal data for the purpose stated in the Privacy Statement. This can also be found on our website at <https://www.fortunafinance.co.uk/privacy/>.

I/We hereby grant the firm permission to process my **Personal Data** for the purpose of communication. By providing your consent, you agree that you have given your express permission for us to contact you regarding products and services that we think may be of interest to you and by any means of communication that is suitable at the time.

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Client Name(s)

.....
Client signature(s)

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Date