



## FINANCIAL GOAL ATTAINMENT LTD

**Office Address: - Unit B3, Frieslawn Farm Centre, Hodsoll Street, Sevenoaks, Kent, TN15 7LH. Tel - 01959 563882**

**Calls may be recorded for training and monitoring purposes.**

**Registered office: - Trewenton, Bickley Park Road, Bromley, BR1 2AY.**

**Registered in England and Wales. Company number: 8941462.**

**FGA, FGA Personal and FGA SME are trading styles of Financial Goal Attainment Limited.**

### CLIENT AGREEMENT, MORTGAGES, PROTECTION AND GENERAL INSURANCE

- 1 This document sets out the basis on which we will conduct business with you and on your behalf. **It is an important document and we would ask you to read it carefully and if you are unsure of any of its terms please ask.**
- 2 The terms of this Agreement come into force immediately on acceptance of its terms by you and will remain in force until cancelled by us or you or replaced by a later version.
- 3 **Financial Goal Attainment Ltd is authorised & regulated by the Financial Conduct Authority (FCA) under number 627917.** You can check this on the Financial Services Register by visiting [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the **FCA at 12 Endeavour Square, London E20 1JN or telephone 0800 111 6768.**

### THE RANGE OF OUR ADVICE AND FINANCIAL PLANNING OBJECTIVES

- 4 We are permitted to give advice on mortgages, non-investment protection contracts and general insurance contracts.
- 5 For **Mortgages** we are **Independent** Mortgage Advisers and we will recommend a mortgage product that is suitable for you following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability.
- 6 For **Non-Investment Protection contracts** we are an **Intermediary** and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection, critical illness.
- 7 For **General Insurance contracts** we are an **Intermediary** and will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. The insurers we consider will be listed to you when we carry out our research. It will be your responsibility to ensure the policy meets your demands and needs for building and/or contents, private medical insurance, accident sickness and unemployment.
- 8 In order to provide you with personal financial advice and recommendations suitable for your particular circumstances we will undertake a 'fact find' to gather the appropriate information to assess your needs. We will then be able to set out clearly your financial planning objectives based on your stated objectives, acceptable level of mortgage and protection risk and any restrictions you wish to place on the type of policies you are willing to consider. Details of your stated objectives will be set out in a Suitability Report we will issue to you to confirm our recommendation. 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.

- 9 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.
- 10 Where you are increasing your borrowing we will consider the merits of both a new first charge mortgage and 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 further alternative of an unsecured loan, as these may be more appropriate for you.
- 11 For **Non-Investment Protection contracts** we are an **Intermediary** and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection, critical illness.
- 12 For **General Insurance contracts** we are an **Intermediary** and will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. The insurers we consider will be listed to you when we carry out our research. It will be your responsibility to ensure the policy meets your demands and needs for building and/or contents, private medical insurance, accident sickness and unemployment.
- 13 It is important that any material facts given to us are accurate. If they are not, it may invalidate your plan/policy and also any claim made. The advice we give you will be based on the degree of risk you will accept. It is your responsibility to advise us on any changes.
- 14 We will forward to you all documents showing ownership of your policies as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.
- 15 We will outline from the outset whether our advice will cover your entire financial planning needs or focus on specific areas giving consideration to any restriction you place on our advice.
- 16 We require our clients to give us instructions in writing, or we may confirm our understanding in writing (by post or by email) in order to avoid possible disputes. This will usually be in the form of a proposal or application form. We will, however, accept oral instructions in certain instances provided they are subsequently confirmed in writing.
- 17 We will treat you in the same way as an **Investment Client** as determined by The FCA and afford you protection to the highest possible standard.

## THE COST OF OUR SERVICES

- 18 You will pay for our services by either a fee or a combination of fee and/or fee by payment facilitation through product charging. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. For payment options relating to mortgage advice, please refer to section 19. For protection advice, please refer to paragraphs 20-23. Value Added Tax (VAT) may be payable on some or all of the work we do. We will inform you if VAT is applicable.

## MORTGAGES

- 19 In accordance with the regulatory requirements, for providing mortgage advice there is:
  - A fee of £600 minimum is payable on completion (of) a mortgage. We will also be paid commission from the lender. This amount will be confirmed by the lender in their disclosure document.
  - As part of our process we view the commission rates from each of the lenders we have considered and this is available at your request.

## PURE PROTECTION AND GENERAL INSURANCE PRODUCTS

- 20** If you buy a protection product you may elect that we are remunerated **by commission**. The commission is paid directly by the provider. Although you pay nothing up front that does not mean our service is free. The commission paid to us forms part of a 'product charge' which you pay when you purchase the product. Product charges pay for the product provider's own costs and any commission payable to third parties.
- 21** You may elect that we arrange for the protection premium to be discounted by the commission that otherwise might have been payable under the policy recommended. In this instance you will need to pay a fee appropriate to cover our advice and work, which we will agree beforehand.
- 22** The amount of commission we receive will vary depending on the type of policy and (sometimes) the term of the policy or your age, as in the following example:
- 23** If you were to pay £20 per month towards a Critical Illness policy we may receive commission of 0.73% of the sum assured £61,422 and 0.01% of the sum assured, roughly £6.00 every year after the fourth year.

### Refund of Fees

- As mortgage fees are paid on completion no refunds are due.
- In respect of any regular premium policy which we may recommend, should you subsequently cease to pay premiums on the policy and as a result of your cancellation we are obliged to refund product charges or other commission that has been paid to us we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will not charge such fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the product provider.

## ACCOUNTING TO YOU

- 24** We will make arrangements for all your contracts to be registered in your name unless you first instruct us otherwise in writing. You have a right to inspect copies of contract notes and entries in our records in relation to transactions on your behalf. In that request we reserve the right to give you copies of such documents rather than access to the original records.
- 25** We will forward to you all documents showing ownership of your policies as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

## CLIENT VERIFICATION

- 26** We may be required 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. This includes complying with current Anti Money Laundering regulations.

## OUR ETHICAL POLICY

- 27** We are committed to providing the highest standard of advice and service possible. The interest of our customers 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 required.

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

- 28** We subscribe to the Financial Services Compensation Scheme (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. You will find up-to-date details of the FSCS's compensation limits, eligibility and details of how to make a claim on its website <http://www.fscs.org.uk/what-we-cover/products>, or by calling **0800 6781000**.

## COMPLAINTS

- 29** If you should have any complaint about the advice you receive or a product you have bought please write or call the **Compliance Director at Financial Goal Attainment Ltd, Unit B3, Frieslawm Farm Centre, Hodsoil Street, Sevenoaks, Kent, TN15 7LH. Tel - 01959 563882.**
- 30** If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk); **Exchange Tower, Harbour Exchange Square, London E14 9SR**) or by calling **0800 0234567**. Full details are contained within our internal complaints procedure, which is available to you on request at any time.

## CANCELLATION RIGHTS

- 31** The cancellation rights for each individual policy you have been advised on will be explained to you in your suitability report which we will give you before or at the time you confirm or carry out the transaction.

## MATERIAL INTERESTS

- 32** We are not connected to any product provider, but occasions can arise where we, or one of our other customers, will have some form of interest in business, which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.
- 33** As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us manage such risks, which you may access on request.

## RISK WARNINGS

- 34** Relevant risk warnings will be advised to you throughout the financial planning process and in your suitability report.

- 35 For mortgages please be aware that your home may be repossessed if you do not keep up repayments on your mortgage.**
- 36 For insurance products, your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made.**

#### **TERMINATION OF AUTHORITY**

- 37** You or we may terminate our authority and/or this Agreement to act on your behalf at any time without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding.

#### **DATA PROTECTION**

- 38** We have developed separate documents specifically for your benefit within the General Data Protection Regulation. When issued please take time to read them.

#### **TELEPHONE CALLS**

- 39** You agree to us recording telephone calls.

#### **GOVERNING LAW & JURISDICTION LIABILITY**

- 40** You agree to indemnify us in relation to any acts, proceedings or claims which we incur directly or indirectly as a result of our acting under this Agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this Agreement or our regulatory responsibilities.
- 41** We reserve the right to amend this Agreement at our discretion where changes in regulation or law necessitate by giving you notice in writing. You will also be given the option to accept our new Agreements or terminate our authority. This Agreement shall be governed by and construed according to English law. Any disputes shall be determined in the jurisdiction of the English Courts.
- 42** Where a formal written notice is required by this Agreement then it shall be in writing (not email unless agreed in advance by the parties) and sent by first class post and deemed effective two business days after posting.

#### **FORCE MAJEURE**

- 43** Financial Goal Attainment Ltd 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.



**CLIENT'S CONSENT**

**44 This is our 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 agree that this Client Agreement will come into effect from the date below.

Client Name(s)                     . . . . .   . . . . .

Client signature(s)               . . . . .   . . . . .

Date                                     . . . . .   . . . . .

Signed for and on behalf of the firm:

Adviser                                 . . . . .

Signature                               . . . . .

Date of Issue                           . . . . .