

# Hedley Asset Management Ltd

## Independent Financial Advisers

### Terms of Business 2018

#### **Introduction**

Our Terms of Business explain the main aspects of the way we operate, and how this affects you, our 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**

Hedley Asset Management Ltd is authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA number is 181210. Our permitted business includes advising on and arranging investments, all forms of home finance including equity release, and general insurance transactions, including life and health insurances and long term care. You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768 or 0300 500 8082. Please be aware that business mortgages and loans for timeshare purchase are not regulated home finance contracts.

#### **Our Services and Fees**

Our firm is designated by the FCA as an independent adviser, which means that our investment advice is unbiased, unrestricted and based upon a comprehensive and fair analysis of the relevant markets. We provide advice on the widest range of retail investment products including life policies, personal pensions, stakeholder pensions, unit trusts, investment trusts, open-ended collective investment schemes and structured capital-at-risk products. We also advise on all forms of home finance including equity release and long term care.

We have identified our "target market" as being retail clients, and our distribution strategy is to offer to our clients products that we consider are suitable for retail clients.

Details of the services that we provide are set out in our "Services for Private Clients" document. This explains the products we are able to recommend and our fee and commission arrangements.

Hedley Asset Management Ltd is remunerated on investment business through fees payable directly by you or by the provider who will deduct them from your investment. We offer an initial discussion at our expense when we will describe our services, discuss our fee and commission arrangements and your 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. Where you instruct us to effect an execution-only investment, we normally charge a transaction fee of up to 3% of the amount invested.

If we arrange a contract for you 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 our remuneration, we reserve the right to charge you for the shortfall compared with hourly paid fee. We will inform you of these details at the point of sale.

#### **Client Categorisation**

On investment matters you will be treated as a Retail Client unless we confirm otherwise in writing. On insurance matters you will be treated as a Consumer, or as a Commercial Customer if you are acting for business purposes.

## **Objectives**

When making a specific investment, insurance or home finance 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.

When arranging an insurance contract, including life and health insurances, 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”.

## **Fact Find Information**

We will ask for information about your financial situation, investment objectives and knowledge and experience of investments. Without such information 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.

If you ask us to effect a transaction without our financial advice, you are responsible for deciding whether it meets your objectives. We may need to establish whether you have the necessary knowledge and experience to understand the risks involved in the particular transaction.

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 and signing the relevant application form and declaration. Instructions by e-mail and fax are acceptable. We will tell you about any additional taxes or costs other than our fees, the period for which any illustrations are valid, and of the minimum duration of the contract. Our authority to act on your 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, 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.

## **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**

For our clients on our Advisory Service we will 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.

## **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 all documents showing ownership of your purchases as soon as it is practical after we receive them. In many 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 from which we are prohibited, or which involves misuse of confidential information, or which conflicts with our obligations towards you. We will not transact for you any business in which our firm, a member of staff, or another customer has an interest, without your consent. A copy of our “Personal Dealings and Conflicts of Interest” policy is available on request.

## **UK Money Laundering Regulations**

We are obliged to conform to the UK Money Laundering Regulations and notes from the Joint Money Laundering Steering Group. We need to verify the identity and place of residence of each client. We may also ask you how any monies being invested were obtained/accumulated. If we suspect fraud or money laundering we will record this. We will not forward applications or money to third parties/product providers until your identity has been verified. We take no responsibility for any delay where verification is outstanding. If 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**

Hedley Asset Management Ltd is registered under the Data Protection Act for your protection. We hold only such personal data (name, address, email, account details, etc.) about our clients as we consider is necessary in order for us to provide to them the services that we offer to provide. A complete list of the personal data that we hold, and our Privacy Policy, are available on request. Your information may be held, processed, disclosed and used by ourselves and professional advisers in order to perform the contract that has been agreed with you in conditions of strict confidentiality. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information in servicing our relationship with you. Relevant information may be disclosed to third party product providers in the course of providing our analysis and servicing of our relationship with you. We will not disclose your information without your prior consent unless we are legally obliged to do so. We may use and analyse your data, including the nature of your transactions, to contact you with relevant and appropriate information by post, telephone fax or e-mail to service and update you, and to inform you of new opportunities. If you would prefer to be excluded from these services, please write to us at Williamson House, Swan Square, Haverfordwest SA61 2AN. Please be aware that telephone calls may be recorded and possibly monitored.

## **What to do if you have a complaint**

If you wish to register a complaint, please contact Hedley Asset Management Ltd, Williamson House, Swan Square, Haverfordwest SA61 2AN or by telephone on 01437 767766. We will acknowledge receipt of the complaint and send you a copy of our complaints 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 with a turnover over €2 million or at least ten employees, or a charity/trust with income/assets over £1million.

## **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 a bill) 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.

## **Compensation and Professional Indemnity**

We are covered by the Financial Services Compensation Scheme. Unless you are a corporate client and the company is not a "small company" as defined in the Companies Act, 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.

The FSCS provides a £1 million protection limit for temporary high balances held with your bank, building society or credit union if it fails.

**Investments: £50,000** per person per firm.

**Home Finance (e.g. mortgage advice and arranging): £50,000** per person per firm.

**Insurance Business:** benefits are protected 100% with no upper limit on the amount of protection.

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 FSCS website <http://www.financial-ombudsman.org.uk/default.htm>.

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 and Wales. All information, terms and conditions, and communications shall be in English. However, we employ Welsh-speaking members of staff for the convenience of clients when requested.

Signed: ..... Date:.....  
For and on behalf of Hedley Asset Management Ltd

### 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.

.....(client) Date:.....

#### Office Locations:

**Williamson House, Swan Sqaure  
Haverfordwest, Pembrokeshire  
SA61 2AN  
Tel: 01437 767766  
Fax: 01437 763077**

**35, Merthyr Road  
Whitchurch, Cardiff,  
CF14 1BD  
Tel: 02920 621133  
Fax: 02920 628822**

**53, Broad Street  
Ross on Wye  
HR9 7DY  
Tel: 01989 561042**

**e-mail: [ask@hedleyasset.co.uk](mailto:ask@hedleyasset.co.uk) (All locations)**

Authorised and regulated by the Financial Conduct Authority  
The company is registered in England & Wales under Company No. 3261771