### Retail Client Agreement for Investments & Insurance



# Sapienter Wealth Management

23 Austin Friars, LONDON EC2N 2QP & PO Box 6129, NEWBURY RG14 9EA

Telephone/Fax: 0203 356 9655

Email: office@sapienterwm.com Web: http://sapienterwm.london

This agreement is issued on behalf of Sapienter Wealth Management.

### **Authorisation Statement**

Sapienter Wealth Management, FCA No. 453151, is Authorised and Regulated by the UK Financial Conduct Authority (FCA). You can check this on the FCA's Register by visiting the FCA's website <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a> or by calling them on 0800 111 6768. The FCA regulates the Financial Services industry in the UK; address 25 The North Colonnade, Canary Wharf, London, E14 5HS.

#### **Permitted Business**

Our permitted business is Advising on, Arranging (bringing about) deals in investments, Advising on, Arranging (bringing about) deals in Pensions, including Advising on Pension Transfers and Pension Opt Outs, Advising on, Arranging (bringing about) deals in Non Investment Insurance contracts.

### **Client Categorisation**

Each client with whom the firm does business is categorised to identify the level of regulatory protection. We propose to classify you as a 'Retail Client for Investment and as a 'Consumer' for Insurance purposes.

### **Communications and Instructions**

We will communicate with you in English both verbally and in writing. We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing as soon as possible thereafter. We may, at our discretion, refuse to accept instructions, although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years.

## **Client Money**

Sapienter Wealth Management does not handle clients' money. We never handle cash or accept a cheque made out to us, unless the cheque is in settlement of charges or disbursements and relates to an invoice.

# Scope of Service - Independent

We provide independent advice, basing our recommendation on a comprehensive and fair analysis of the relevant market.

# Services to be provided - Investment

With regard to investments we have arranged, we provide an ongoing review where a Financial Planning or Wealth Management level of service is in operation. This means we check and monitor investments, continued suitability and rebalancing on at least an annual basis. Where an Investment Review level of service operates, we provide investment updates only. We may contact you in the future by means of an unsolicited promotion, should we wish to discuss the relative merits of an investment or service which may interest you.

On issue of these Terms any subsequent advice or recommendation offered to you will be based upon your stated investment objectives, your circumstances, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. We will issue a Financial Planning/Suitability report prior to our recommendation(s).

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward you all documents showing ownership of your investments as soon as practicable where we receive them; when a number of documents are due involving a series of transactions, we normally hold each document until the series is complete, then forward them to you.

# Services to be provided - Insurance

Following the issue of this letter, any subsequent advice or recommendation offered to you will be based on your stated objectives, circumstances, acceptable level of risk and any instructions you wish to make regarding the type of insurance policies you are willing to consider. Again, we will issue you with a Financial Planning/Suitability report prior to our recommendations. Our advice covers non-investment assurance e.g. term assurance, critical illness, income protection.

### Charges

See the additional Charges Document for details of how we charge and the level of our fees.

#### Restrictions

Unless advised to the contrary, we will assume that you wish to place no restrictions on our recommendations or on the types of investment or insurances we may recommend and in which you may subsequently invest. We will assume that you wish to place no restrictions on the markets in which transactions are to be executed. A full listing of products is available from us.

### **Right to Cancel**

We will inform you of your statutory right to cancel. The EU Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract and 14 days for a general insurance policy. However there will be occasions where no statutory rights are granted. However this will be explained before any contract is concluded.

#### 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. The Contracts (right of third parties) Act 1999 shall not apply to this agreement.

# Paying for services - Investments

If you buy an investment contract we will normally charge a fee on the advice provided and on implementation. We will discuss 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. We have listed the options available to you and our typical charges in our Charges Document. To suit each individual's circumstances, a choice exists as to how advice will be taken, although the majority of clients work with us on an 'ongoing basis'.

Whether you buy a product or not, on completion of our work, you will pay us a fee for our advice and services. We will confirm the rate we will charge in writing before beginning work and we will tell you if you have to pay VAT.

### Paying for services - Insurance (by fee or through product charges)

If you buy a non investment insurance contract we will normally charge a fee on the advice provided and on implementation. The fees payable are noted in the Charges Document. However, we may receive commission on the sale from the product provider if this would be advantageous from your perspective e.g. for reasons of affordability or of convenience.

Although you may pay nothing up front, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower. We will tell you how much the commission will be before you complete a contract, but you may ask for this information earlier. The amount of commission we receive will vary depending for example on the nature of the insurance contract, its term or your age.

## Paying by a combination of fee and commission

In some circumstances, you may be charged a combination of fee and commission. The fee will not exceed the rates shown in this document. We will agree the rate we will charge before beginning work. You may ask us for an estimate of the total charge.

## Complaints

If you wish to register a complaint, please write to *Sapienter* Wealth Management at PO Box 6129, Newbury RG14 9EA or telephone 0203 356 9655. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

## **Compensation Scheme**

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £50,000. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation is available from the FSCS.

# **Data Protection**

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any associated company processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us e.g. product providers, the FSA or any other statutory, governmental or regulatory body.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition. You may be assured that we will treat all personal data as confidential and will not process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and

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not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying such data.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact <u>The Data Protection Officer</u> on 0203 356 9655 or at *Sapienter* Wealth Management PO Box 6129 NEWBURY RG14 9EA.

### **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.

## **Resume of Policy about Inducements**

In the course of normal business operations, it is not uncommon for manufacturers of financial products to offer more general assistance in matters pertaining to their business. This may take the form of presentations on tax, economic conditions, legislation and the like. It may be provided through seminars, conferences, written materials, training courses which include light refreshments.

This firm undertakes to keep a register of occasions when such presentations may possibly be considered disproportionate to the matter in question. At that point, advice will be taken from our external compliance consultant as to whether this constitutes an inducement to business.

#### **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.

### Force Majeure

Sapienter Wealth Management 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 beyond its reasonable control.

### Tax Advice

Tax advice is not regulated by the UK Financial Conduct Authority. Any tax advice is based on UK residency unless otherwise agreed in writing.

### Declaration

This Retail Client Agreement represents our standard Terms of Engagement upon which we intend to rely. For your own benefit and protection we recommend that you read these terms carefully before signing them, seeking clarification where necessary.

associated with us processing any such sensitive data.
It is our practise not to contact you for marketing purposes by e-

mail, telephone, post or SMS. We will not pass on your details to

any company associated with us to that end.

Customer Name(s)		
Customer signature(s)		
Issued by		
	For Sapienter Wealth Management	
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Date of Issue		
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