

Terms of business

This document provides important **information about our firm and our services** for clients and prospective clients.

The purpose of this document is to explain the **type of advice** we offer, our **regulatory status** and provide other important information.

We will provide you with a **client agreement** to spell out the essential rights and obligation of the firm to you, and you to the firm, when you engage us to work for you.

Please read carefully. If there is something you don't understand, please ask us to explain it.

Contact information

Hulbert West Financial Planners is a trading name of **HW Advisory Services Limited**.

Our office address is: 8 St. Mary's Court, Carleton Forehoe, Norwich, NR9 4AL. You can write to us here or visit in person.

You can call us by telephone on 01603 759784 or email info@hulbertwest.co.uk. Our website is www.hulbertwest.co.uk.

Regulatory information

Regulatory status

Hulbert West Financial Planners is an appointed representative of Hulbert West Limited. **Hulbert West Limited** is authorised and regulated by the Financial Conduct Authority (FCA) firm reference number 452930.

You can check our regulatory status online at the FCA Register (www.fca.org.uk/register) or by contacting the FCA directly on 0800 111 6768.

Type of advice provided

There are two different types of financial advisers – independent and restricted.

- Independent advisers offer investment advice on a wide range of financial products and providers.
- Restricted advisers generally focus on investment advice covering limited selection of products and/or providers.

As **independent financial advisers** our investment advice is unbiased and unrestricted. We look across the market to find retail investment products that could meet your needs and objectives.

We provide **independent advice** on packaged retail investment and insurance products which include but are not limited to pensions, investment bonds, units in collective investments, annuities, ISAs and savings plans and structured investment products.

Our recommendations will be based on an assessment of a range of relevant products that are sufficiently diverse in terms of type and provider to ensure your investment objectives can be suitably met. Please refer to the **Guide to our services and charges** document for more details.

Protecting your interests

Client category

It is a requirement of the Financial Conduct Authority that all clients are categorised into one of three categories (Retail, Professional or Eligible Counterparty). We have categorised you as a **Retail Client**. This affords you the maximum protection under current legislation. You have the right to request a different categorisation but if you do so, you must be aware that 'Professional Clients' and 'Eligible Counterparties' may receive a lower level of consumer protection.

Methods of Communication

We will communicate with you in person, by video meeting, by telephone, by email, by online portal and by post.

Registration of investment / retention of policy documents

Where we arrange an investment, we will register these in your name unless otherwise agreed in writing. All contract notes and documents of title in respect of your investment will be forwarded to you, unless otherwise instructed in writing, as soon as practicable after being received by us. Where multiple documents relating to a series of transactions are involved, we will normally retain the documents until the series is complete and then forward them to you altogether.

Client Instructions

Client instructions should always be made in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably. We require client instructions to be clear and unambiguous; we will seek further clarification if instructions are unclear.

When clients wish to effect a transaction, perhaps to invest additional funds or withdraw funds, we strongly recommend that the proposed transaction be discussed with us first. This gives us the opportunity to check whether the transaction is suitable and, if appropriate, recommend a more suitable alternative course of action. If you implement a transaction directly with a provider or instruct us to do so on your behalf on an Execution Only basis, without taking advice, you may not be protected by the Financial Ombudsman Service or the Financial Services Compensation Scheme. Execution Only business will be confirmed as such and you may be asked to confirm that no advice has been sought or provided. When we have arranged any transactions on your behalf, we will not give you any further advice or service unless you have specifically agreed to an ongoing service for which we will be separately remunerated as detailed in an ongoing service agreement.

Client money

Hulbert West Financial Planners **does not** handle client money. We never handle cash or accept a cheque made payable to us unless it is a cheque in settlement of our fees. Crossed cheques for investments should only be made payable directly to the investment provider. You

should decline to give money to, or write cheques payable personally to, an individual adviser and any receipt by them personally of such a payment from you will not be regarded by us as being a transaction for which we will have any responsibility.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the scheme if, for any reason, we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim.

- Investments - Most types of investment business are covered up to a maximum limit of £85,000.
- Insurance - Advising and arranging are covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS www.fscs.org.uk/consumer.

Conflict of interest & material interest

A summary of our conflicts of interest policy is shown below. A copy of the policy is available for inspection upon request.

Summary

We take all appropriate steps to identify, prevent, and manage conflicts of interest, by:

- Identifying and preventing any potential circumstances which may give rise to conflicts of interest, and which pose a risk of damage to clients' interests;*
- Establishing and maintaining appropriate mechanisms and systems to manage those conflicts; and*
- Maintaining systems at all times in an effort to prevent actual damage to clients' interests through the identified conflicts.*

Where we identify specific conflicts of interest, we take appropriate and proportionate measures in an effort to prevent, monitor, manage and control the potential impact of those conflicts on our clients.

Where we are not reasonably confident that we can prevent a conflict of interest presenting a risk to your interests, we will, as a last resort, disclose the nature and detail of the conflict to you clearly and in writing and either:

- *obtain your consent to proceed; or*
- *decline to act for you.*

Verification of identity

As part of our regulatory duties, we are obliged to verify, as a minimum, the identity, place of residence, source of funds and source of wealth of each client. This process may require sight of certain documentation. We are unable to forward any applications or money to third parties/product providers until our **verification requirements** have been met. We take no responsibility for any delay in investing where identity 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 un-invested. Please note that verification may include the interrogation of online resources such as the electoral roll and Her Majesty's Treasury's financial sanctions lists.

Risk Warnings

You are advised that because investments can fall as well as rise in value, you may not get back the full amount invested. Past performance is not a reliable indicator of future performance.

Other key risks will be included within our suitability report and in product provider literature. Please ensure that you fully understand all such risks – ask us if you need more information or clarification.

Services and products not regulated by the FCA

Some of the products and services we provide are not currently regulated by the FCA including (but not limited to) arranging and advising on certain types of offshore schemes and investments. Because advice given on these products is not regulated by the FCA you may not have any rights to financial redress under the Financial Ombudsman Service or Financial Services Compensation Scheme regarding any future disputes. We will make you aware if our recommendation includes such products or services.

Our services

Advice

Details of the services we provide and how we work with clients are contained in the **Guide to our services & charges** document.

Payment for services

When we undertake to provide any work or service, we will make a **service agreement** with you to confirm the nature of the services to be provided and our charges, together with details of how those fees will be paid and what cancellation rights you have.

Termination of your agreement with us

The information contained in this, and other disclosure documents remains valid unless and until superseded by a later version. All agreements, including any service agreement, remain in force until cancelled by you or us. Legal governance of any agreement is governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Product cancellation

After being put in place, most financial products will carry a right to cancel for a short period, typically 14 days for most investments and 30 days for pensions and insurances. Please refer to the specific product literature for more information.

Complaints Procedure

If you have any complaint about the firm, or a service we have provided, please let us know by writing to our office address or by email or telephone. We promise to deal with your complaint in a fair and objective manner. We will provide you with a copy of our formal complaint procedure upon request or upon receipt of a complaint. If we are unable to resolve a complaint to your satisfaction, you will usually have the right to take your complaint to the Financial Ombudsman Service <http://www.financial-ombudsman.org.uk/>.

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