

5 Sycamore Court Birmingham Road Allesley Coventry CV5 9BA

### RETAIL CLIENT AGREEMENT

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This Agreement explains the services you are being offered and the way these services will be carried out. For your own benefit and protection you should read these terms carefully. Please ask for further information if you do not understand any point.

### **Our Status**

We are authorised and regulated by the Financial Conduct Authority ("FCA") as Financial Advisers. The FCA is the independent watchdog that regulates financial services. We are listed on the Financial Services Register under number 138941. You can check this, and our address, by visiting the FCA's website <a href="here">here</a> or by calling the FCA on 0800 111 6768 or 0300 500 8082. We will observe and act in accordance with the principles, rules and guidelines of the FCA. We accept instructions to act for you on this basis. Certain financial products and services are not regulated by the FCA and may not fall within the remit of the protections of the UK regulatory system. We will tell you in writing if this applies to any of the products or services we recommend to you, prior to you making any decisions to proceed with their purchase.

The FCA can also be contacted at the following address: 12 Endeavour Square, London E20 1JN.

We provide an independent advice service. This means when we consider and recommend financial instruments, structured deposits or other retail investment products to you we must consider all relevant and suitable products and options for you and a sufficient range of relevant products available on the market. We will make personal recommendations to you without limiting (or restricting) our advice.

### **Investment Objectives**

Your investment objectives will be set out and summarised within a personalised suitability report, which will be issued to you as a result of your personal consultation with us to document and explain the recommendations we have made.

#### **Our Service**

We can advise you on life assurance, pensions, other retail investment products and other investments. We can also advise on pure protection and private medical insurance contracts from a range of insurers. We will carry out any instructions you give us to transact any such contracts and in undertaking these services for you we will rely upon the information you provide to us.

Our advisory activities for you may include higher risk investments such as warrants and derivatives, structured products and investments that are not readily realisable. The relevant risk warnings for these investments will be set out in your suitability report.

We will not give advice on Individual Share holdings, Options, Futures or other Derivatives.



To provide suitable advice we will

- (i) gather information about you;
- (ii) carry out research to find suitable investment options;
- (iii) provide you with reports, financial health-checks and forecasts;
- (iv) advise you as to the best investment options;
- (v) implement the agreed options by arranging transactions in retail investment products, other investments or non-investment insurance products;
- (vi) monitor your ongoing position to ensure that the products continue to meet your requirements, especially where your circumstances are changing; and
- (vii) recommend changes to your product portfolio to ensure that it continues to meet your requirements as circumstances change.

We have classified you as a "retail client". This means that you are afforded the greatest level of protection available under the Financial Services and Markets Act (FSMA). You have the right to request a different categorisation, however this will result in the loss of some of the protections available under the FSMA such as the right to refer complaints to the Financial Ombudsman Service and the right to receive specific information in respect of any investments we recommend or arrange on your behalf.

#### **Our Remuneration**

Our method of remuneration for investment business will be set out in our Service Agreement, which we will give you before we provide you with any advice.

## **Conflicts of Interest**

We maintain a Conflicts of Interest Policy that enables us to identify and manage conflicts and potential conflicts of interest. This policy is designed to ensure that you are provided with a service that is independent of any conflicts that may have been identified by putting in place appropriate procedures, supervision and monitoring techniques. If there is a conflict which we are unable to manage through our policies and procedures, we will ensure you receive fair treatment in line with the FCA's rules and guidance. Further details of the Policy are available upon on request.

### **Quality of Service**

If you have any complaint about the advice you receive or a product that you have taken out through us please contact the Compliance Officer, Frank Corrigan. If, after we have reviewed your complaint you remain dissatisfied, you have the right to refer your complaint to the Financial Ombudsman Service (and, where relevant, the Pensions Ombudsman). Full details of the FOS can be found on its website at <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> or by calling them on 0800 023 4567 or 0300 123 9123. Full details of the Pensions Ombudsman can be found on its website at <a href="https://www.pensions-ombudsman.org.uk/">www.pensions-ombudsman.org.uk/</a> or by calling them on 0800 917 4487. Copies of our complaints procedures are available, free of charge, on request. We will not levy any charge for complaints made against us.

If you make a valid claim against us in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business and circumstances of the claim. Most types of investment business are covered up to a maximum limit of £85,000. Further information is available from their website at <a href="www.fscs.org.uk">www.fscs.org.uk</a> or by calling them on 0800 678 1100 or 020 7741 4100.

## Instructions

We require our clients to give us instructions in writing. We will accept oral instructions at our discretion, which must be confirmed in writing. We will acknowledge, either in writing or orally at our discretion, any instruction you give us. We can refuse your instructions at our discretion.

Our authority to act on your behalf may only be terminated in writing, at any time, without penalty, by either party and with immediate effect without prejudice to the completion of any transactions initiated prior to receipt of such notice.

#### **Risk Factors**

Please be aware that investments and the income from them can fall as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance. Specific warnings relevant to the investments, or investment strategies, we recommend will be confirmed to you in your Suitability Report.

## **Call Recording**

We will record telephone conversations between you and us which may lead to or result in the arrangement of a transaction in financial instruments. Recordings may take place without the use of a warning tone. All copyright in the recordings belongs to us. We will hold these records for as long as it is necessary for the purpose for which we collected it and/or for as long as we are allowed to for legitimate business purposes.

## **Money Laundering**

Where we are required to verify your identity in accordance with the FCA rules, no investment will be made until such verification has been obtained. If the required verification is not forthcoming within a reasonable period we will not arrange any investment for you.

We may use and search the records of online identity verification services, including credit reference or fraud prevention agencies to check your identity to satisfy the requirements of the UK Money Laundering Regulations, the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended) and FCA rules. Such searches may leave a soft footprint on your credit file but will not affect your credit rating. Where such searches prove unsatisfactory for this purpose, we may ask you to supply at least one document to verify your identity and / or address.

### **Your Money**

We are not authorised to handle client money. We cannot accept cash or cheques payable to ourselves other than for our own adviser charges.

### **Data Protection**

Personal information provided may be maintained on computer records and will not be disclosed to other parties except other businesses within the same group, representatives of our compliance advisers, our auditors, and any organisation requiring access to such information for regulatory purposes only, or any person having a legal entitlement to access. You have the right to access and receive a copy of your personal data held by us, subject to certain exceptions.

# **Future Changes**

In accepting this Client Agreement, you agree that we may change the future content without receiving your prior consent to do so, but we will not conduct any investment business for you following any change unless we have given you at least 10 business days notice, unless it is impractical to do so.

#### Cancellation/Termination

You or we may terminate our authority to act on your behalf at any time, without penalty. If we terminate the contract we will aim to give at least one month's notice. 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 outstanding, if applicable.

Where advice has been provided for which an adviser charge was agreed, and you either decide not to proceed with the transaction or, having proceeded, to exercise your statutory cancellation rights, you agree that the adviser charge will still be due and payable in those circumstances and that we may seek to recover any appropriate adviser charges from you for the work we have undertaken.

You have a right to cancel any ongoing service and associated adviser charges without penalty and without a reason being given. We will require 30 days notice of this cancellation and our relevant ongoing services will cease from the end of the notice period. We reserve the right to make an adviser charge for continuing services provided up to the date of cancellation.

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 6 weeks the party not affected may terminate this agreement by giving 30 days written notice to the affected party.

## Law & Tax

English law will be the basis of this contract and the language in which this contract will be interpreted, and in which all communications will be conducted, will be English

### **Your Consent**

This is our standard retail client agreement upon which we intend to rely. 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 further information.

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Signed For and on behalf of Corrigans	Date
I/We confirm receipt of and my/our agreement to the terms contained in this Client Agreement and further acknowledge that I/we have been given at least 24 hours in which to consider my/our acceptance.	
I/We authorise the transfer of information, on a confidential basis when warranted betweer any necessary third parties. I/We acknowledge that this Client Agreement will come into effect from the date of issue and I/We acknowledge receipt of the Service Agreement.	
I/We also confirm that I/We give Corrigans my/our express consent to contact me/us by telephone/post or email to discuss my/our investments or in relation to financial planning future marketing. I/we understand that I/we can withdraw this consent to be contacted, at any time, by contacting Corrigans.	
Client Name	Client Name
Signed	Signed
Date	Date

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