

# HARVEY CURTIS SERVICE CHARTER

CLIENT NAME(S)	
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# 1 OUR SERVICE TO YOU

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It is important that you know what to expect in terms of the services we provide, and that you understand our commitment to you in the provision of those services. We intend to be professional, clear and fair in our dealings with you, and will always ensure that any service or advice provided is in your best interests.

## ENGAGEMENT

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When you initially contact us we will collect some very basic information about you and what services you might require, and arrange an initial meeting, if needed. At this point we will broadly outline to you the cost of our services.

At our initial meeting, which is at our expense, we spend time getting to know you. This is not just collecting data (although that's part of it), but starting to understand what's important to you, your current circumstances, and your aspirations, priorities and objectives.

By this point, we will have assessed your:

- Current personal and financial situation
- Financial objectives for the future

Following our initial meeting we will write to you setting out our understanding of your requirements, our suggested course of action to meet your requirements and our fees for providing these services. We will enclose our fee agreement at this point.

There is no obligation to proceed at this stage and no costs have been incurred.

## ADVICE AND RECOMMENDATION

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Should you decide to proceed, we will ask you to formalise your permission for us to commence chargeable work for you by signing and returning our fee agreement.

At this stage, we will thoroughly analyse the information we have collected from you and research potential solutions to meet your objectives. We use technology to ensure this process is as accurate and efficient as possible. We will also gather and analyse information on any existing financial products that you hold, if required.

We will also assess and discuss your attitude to investment risk and your understanding of how such risks may affect you and your financial objectives.

From the picture we have created, we construct your individual plan utilising the expertise within the Harvey Curtis team and sophisticated research tools. We analyse funds and products, and aim to ensure tax advantages are maximised where appropriate. Once we've done this we prepare a personal report with our recommendations and discuss and agree this with you.

In producing your report, we have:

- Established your financial objectives and requirements
- Identified any shortfall in your protection arrangements
- Discussed and agreed your attitude to investment risk
- Gathered all relevant information and data
- Constructed an investment portfolio with due regard to tax efficiency
- Provided a written report
- Agreed how and when to review the plan
- Identified any further action required

## IMPLEMENTATION

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Once you feel able to make a fully informed decision, and have given your consent to proceed, we handle the execution of the plan as quickly and smoothly as possible.

We will assist you in completing the necessary forms and ensure your applications are processed by the relevant investment houses and providers in a timely manner.

Our client relationship team takes care of all paperwork and is experienced in resolving technical queries and dealing with a range of third parties. As well as making the plan come to life, the team aims to ensure all records are stored electronically in one place and kept up to date for review purposes. Throughout this process a dedicated administration contact keeps you updated as things progress.

We will:

- Help you with any necessary forms
- Answer any queries you might have
- Arrange for the paperwork to be processed efficiently
- Check information produced by the providers/investment houses
- Finalise the details and issue the contract documentation

## REVIEW AND ONGOING SERVICES

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Financial planning goes beyond recommending a product or providing the initial advice. In fact, only through regular monitoring and review is it normally possible to ensure arrangements remain relevant and on track. Our automated systems help us to monitor clients' individual portfolios. Our review process checks that plans continue to meet objectives and then incorporates any changes in a client's situation. We have different ongoing service levels to suit your individual requirements.

Our review service includes:

- Contact with you to request up to date information
- Arrangement of review meeting if appropriate
- Review of your financial objectives
- Portfolio valuations provided
- Written review report generated
- Investment portfolio health check carried out
- Going through your documents to minimise paperwork

Other services:

- Harvey Curtis regular newsletter
- Additional meetings if required
- Access to your adviser by telephone and email

## WHAT WE ASK OF YOU

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To enable us to give you the best possible advice it is important that we gather as much information regarding your circumstances as we can. It is your responsibility to provide this information and to let us know if anything changes.

We will occasionally ask you to complete paperwork to keep us up to date with your financial situation, and we ask that you return this in a timely manner. Failure to return paperwork may result in us being unable to provide you with the agreed level of service.

## HOW WE CHARGE

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You will always know our fees before you make a decision to proceed. We don't hide our costs and have a transparent charging structure, so you can be sure we are working efficiently for your benefit.

Our fees are based wholly upon the provision of our qualified and professional expertise; the time taken to analyse your circumstances and devise an appropriate strategy going forward; the design of an appropriate summary report to communicate this strategy to you; and also takes into account our firm's exposure to regulatory, commercial and financial risk.

Should you agree to proceed and we go ahead with the implementation of your strategy, it can be arranged for your total fees to be deducted from the investment amount at outset, via the product provider. Alternatively, you may prefer to make your payment to us by cheque or bank transfer. We will discuss the options with you and help you decide which is the most appropriate payment method.

## OUR INITIAL FEES

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Our initial fees cover the advice, recommendation and implementation parts of our service to new clients or for new investments, as detailed above. We believe in a charging structure that is clear and easy to understand. We will always aim to charge you an initial fee that is relevant to the amount and complexity of the work involved.

Our standard initial fees are detailed in the table below.

Service	Fee
Initial meeting	At our expense
Analysis, research, recommendation and implementation of advice	2% of assets being reviewed or invested, subject to a minimum fee of <b>£1,500</b> . For example, the initial fee for an investment of £150,000 will be £3,000

Should we undertake analysis and research work on your behalf but you decide not to take up our recommendations, we will still need to charge you a fee to cover our time.

## NON-INVESTMENT INSURANCE CONTRACTS

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For non-insurance insurance contracts such as life assurance, it may be possible for us to receive commission from the product provider. We can use any such commission to offset our initial fee.

## OUR ONGOING FEES

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We can provide an on-going service designed to maintain and monitor your portfolio and to ensure that your objectives and attitude to risk are correctly aligned with your holdings over an extended period of time. In addition, on-going advice services ensure that developing and future financial objectives are taken into account.

Furthermore, aspects of your financial arrangements can change over time, including your goals and risk profile as well as the underlying asset's risk characteristics. Ongoing service can help adapt and position your arrangements to manage such changes and influencing factors.

Our typical ongoing fee is shown below.

**Service Charge: 0.75% per annum** - based upon the prevailing value of your assets under management

**Example:** for a portfolio valued at £150,000, the annual cost of ongoing management would be £1,125

Where we have agreed that you will pay the ongoing fee directly, by standing order or cheque, the yearly fee will be calculated based on the value of your assets under management on the 1<sup>st</sup> of the month, or the next working day thereafter, following the issue date of our advice or recommendation report. Each year thereafter, we will recalculate the fee based on the value of your assets under management at the anniversary date. As our fee is a percentage of your fund value the fee will increase as the fund increases and likewise decrease if the fund value decreases.

## SERVICE LEVELS

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Different clients require different levels of service and we have four options to meet your individual requirements.

The ongoing service levels available to you are –

- Wealth Management
- Financial Planning
- Financial Planning Lite
- Self Select

If the 0.75% per annum ongoing fee does not cover the cost of providing your chosen service level, we reserve the right to charge an additional fee to provide these services.

The typical assets under management required to generate the fees required for each service level is as follows.

<b>Wealth Management</b>	<b>Financial Planning</b>	<b>Financial Planning Lite</b>
£500,000	£250,000	£100,000

If you are an existing client we will discuss and agree with you which service level is most appropriate to meet your ongoing requirements. We will look at the current remuneration we receive in respect of the products we manage for you and agree with you how the service level you require can be paid for going forward.

## SELF SELECT

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You may decide that you do not require an ongoing management and choose are Self Select service, which you are free to do. However, please take note of the following:

- If your financial circumstances, objectives and attitude to risk change over time, the structure of your investment portfolio may no longer be suitable for your needs.
- As financial markets fluctuate, the way your assets are allocated in your portfolio may become unbalanced and ultimately expose you to more or less equity risk than you wish to accept.

You may change to a higher service level at any time.

## WHAT'S INCLUDED

What is included under each service level is detailed in the table below.

	Ongoing Service			
	Wealth Management	Financial Planning	Financial Planning "Lite"	No Ongoing Service
Strategic Planning meeting	Every two years	✘	✘	Self Select
Review meeting	Half Yearly	Annually	✘	✘
Update of personal and financial information	Half Yearly	Annually	Every Two Years	✘
Review and update attitude to investment risk	Annually	Annually	Every Two Years	✘
Personalised investment review report	Annually	Annually	Every Two Years	✘
Maintenance of records	✓	✓	✓	✓
Policy records updated	✓	✓	✓	✘
Monitor and review of investment portfolios	✓	✓	✘	✘
Portfolio investment recommendation	Half Yearly	Annually	✘	✘
Investment valuation and plan summary	Half Yearly	Annually	Annually	✘
Valuations on request	✓	✘	✘	✘
Response to phone/email queries	Within 24 hours	Within 5 working days	Within 10 working days	✘
Dealing with tax issues e.g. tax returns, retirement income tax forms	✓	✘	✘	✘
Processing regular investment withdrawals	✓	✓	✓*	✘
Processing partial surrenders	✓	✓	✓*	✘
Processing increments to regular investments	✓	✓	✓*	✘
Processing additional investments	✓	✓	✓*	✘
Quarterly newsletter	By post or email	By post or email	By email	By email
Sourcing of other professionals	✓	✓	✓	✘
Dealing with administration of Death Claims	✓	✓	✓**	✓**

All services not included within a service level can be provided at an additional cost. Please see full menu of services for these charges.

\* Available once every 12 month period

\*\* Comprises notifying all providers with death certificate and obtaining values at date of death

## HOW YOU CAN PAY US

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There are a variety of ways by which we can be remunerated for our services. As part of the overall financial planning process we will also take into account how best to charge for our service.

In some cases it is best if the fee is taken from your contracts, which either obtain tax relief on creation or are taxed on exit, because this effectively saves you this percentage in tax. For example, if our fee to manage your pension investments was £1,000 and this was taken via the pension itself, the net cost to you may be as low as £600. In other cases it may be in your best interest to pay us directly from your own bank account by cheque, standing order or direct credit.

We will discuss the various payment options with you and answer any questions you may have.

## VALUE ADDED TAX (VAT)

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As we act on your behalf as an intermediary, with a view to arranging an investment product, our fees are currently exempt from VAT. This means we do not usually have to make an additional charge of 20%. If we do have to charge you for a service which is subject to VAT we will inform you in advance.

## INVOICE PROCEDURE

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Invoices are issued within 10 days of either an advice service being finalised and/or a report being issued. We expect all invoices to be settled within 30 days.

## REFUNDS AND CANCELLATION POLICY

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Fees are payable subsequent to our advice services being provided, and therefore refunds are not available in normal circumstances.

Fees paid in respect of regular or annual services are not refundable; however, any on-going services may be cancelled upon request. Please also see your Rights to cancel above, in respect of cancelling individual products or policies, within the given cancellation period.

Should a refund be required due to any element of dissatisfaction on your part, this should be approached via our normal Complaints procedure as outlined above. We will try to resolve the issue to your satisfaction, which may include offering a discretionary payment.

## HOURLY RATES

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Where we use or refer to hourly rates the current rates are as follows –

Financial planner	-	£150
Paraplanner	-	£100
Administrator	-	£75



## 2 TERMS OF BUSINESS

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Harvey Curtis LLP is an appointed representative of Harvey Curtis Associates Limited. Harvey Curtis Associates Ltd are authorised and regulated by The Financial Conduct Authority (FCA). Registered office address: Victoria House, 66 Victoria Road, Burgess Hill, West Sussex, RH15 9LH. The contact telephone number is 01444 233911 and the email address is [info@harveycurtis.co.uk](mailto:info@harveycurtis.co.uk).

The Financial Conduct Authority regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the FCA's Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) FCA Firm No. 193069 or by contacting the FCA on 0800 111 6768.

### OUR SERVICES

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Harvey Curtis is able to act on your behalf in advising you on investments and non-investment insurance contracts. We offer products and services as follows:

- **Investments** – our investment advice service is impartial but regarded as 'restricted advice' under the FCA's regulation. It is restricted particularly because we do not advise on certain types of assets such as Structured Products, Unregulated Collective Investment Schemes, Venture Capital Trusts and Enterprise Investment Schemes, which in general we consider high risk and unlikely to meet the investment needs of our clients.
- **Non-investment protection contracts** - we offer non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers.

### OUR PRINCIPLES

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We are committed to providing the highest standard of financial advice and service possible. The interest of our clients 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.

### TRANSACTING BUSINESS

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By signing our Client Declaration and Fee Agreement, you are giving Harvey Curtis permission to accept paper and electronic instructions to transact business on your behalf. This will be especially relevant to switching investment funds. Verbal instructions will not be sufficient for us to carry out such transactions.

### INVESTMENT OBJECTIVES AND RESTRICTIONS

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Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

With very few exceptions, we will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

We will communicate and issue all documentation to you in English.

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before any contract is processed.

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. If and when this occurs you need to be aware that The Financial Services Compensation Scheme will not apply.

Please note that any products we have arranged for you will only be kept under review as part of an agreed ongoing service which will include an agreed remuneration charge. We may contact you in the future by means of an unsolicited promotion (by telephone, email or post) in order to discuss the relative merits of a particular product or service which we feel may be of interest to you.

## OUR REMUNERATION

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Following our initial discussion (which is at our expense) should you decide to go ahead our fees need to be agreed in relation to the service level required. We offer a variety of methods by which we can be remunerated which we will discuss with you and answer any questions you have.

We will advise you in advance as to whether any fees are subject to VAT.

## CLIENT MONEY

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Harvey Curtis is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an invoice from us) or handle cash.

## DOCUMENTATION

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We will endeavour to make arrangements for all of your investments to be registered in your name unless you instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

## CUSTOMER CLASSIFICATION

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Unless we notify you in writing to the contrary, we will be treating you as a “retail client”. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

## DATA PROTECTION

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You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and 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.

The information you have provided is subject to the Data Protection Act 1998 (the “Act”). By signing our Client Declaration and Fee Agreement you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

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 The Data Protection Officer on 01444 233911 or in writing to us at Victoria House, 66 Victoria Road, Burgess Hill, West Sussex, RH15 9LH.

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

## ANTI-MONEY LAUNDERING

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We are required by the anti-money laundering regulations 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.

## CONFLICT OF INTERESTS

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We will always endeavour to act in your best interests. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, 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.

## TERMINATION

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You or we may terminate our authority 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 agreement unless otherwise agreed in writing. If applicable, you will be liable to pay for any transactions made prior to termination and any outstanding fees.

## CANCELLATION RIGHTS

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In most cases you can exercise a right to cancel, by withdrawing from the contract. In general terms you will normally have a 30 day cancellation period for a life, pure protection or pension policy and a 14 day cancellation period for all other policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium contract, you may be required to pay for any loss you might incur in cancelling it that is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

## LAW

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These Terms of Business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

## FORCE MAJEURE

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Harvey Curtis shall not be in breach of these Terms 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.

## COMPENSATION SCHEME

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We are covered by 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.

**Investments** - most types of investment business are covered for up to a maximum of £50,000.

**Insurance** - advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about this compensation scheme is available from the FSCS at [www.fscs.org.uk/consumer](http://www.fscs.org.uk/consumer).

## COMPLAINTS

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In the event that you are dissatisfied with a recommendation we have made you may be entitled to make a complaint. Details of our complaints procedure are available on request. If you wish to register a complaint, please contact us:

**In writing:** Write to The Compliance Officer, Harvey Curtis, Victoria House, 66 Victoria Road, Burgess Hill, West Sussex, RH15 9LH

**By phone:** Telephone 01444 233911

**By e-mail:** [info@harveycurtis.co.uk](mailto:info@harveycurtis.co.uk)

If we cannot resolve your complaint to your satisfaction you may be entitled to refer it to the Financial Ombudsman Service ('FOS').

Please be assured we treat complaints very seriously.