

## 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. This document is designed for consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

## 2. Whose Products do we offer?

### Investment

Please refer to section 3 of this document

### Insurance

- We offer products from a range of insurers for Term Assurance, Mortgage Protection Assurance, Critical Illness Insurance, Private Medical Insurance, Income Protection and Permanent Health Insurance.
- We only offer products from a limited number of insurers.
- We only offer a particular product from a single group of companies

## 3. Which service we will provide you with?

### Investment

- Independent advice - We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.
- Restricted advice – We will advise and make a recommendation for you after we have assessed your needs, but we only offer advice on limited types of products, or products from one company, or a limited number of companies.
- No advice – You will not receive advice or a recommendation from us. We may ask some questions, to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

### Insurance

- We will advise and make a recommendation for you after we have assessed your needs for Term Assurance, Mortgage Protection Assurance, Critical Illness Insurance, Private Medical Insurance, Income Protection and Permanent Health Insurance.
- You will not receive advice or a recommendation from us for Term Assurance, Mortgage Protection Assurance, Critical Illness Insurance, Private Medical Insurance, Income Protection and Permanent Health Insurance.

## 4. What will you have to pay us for our services?

### Investment

Following our initial discussion there will be a cost for our services. You will pay for our services on the basis of the charging options below. 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.

### Your Payment Options



**Paying by fee.** 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. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first.



**Paying by an adviser charge facilitated by a product provider or platform.** The adviser charge will be a non-refundable single amount deducted from the investment fund at the commencement of the transaction. **The deduction will have the effect of reducing the overall performance of the investment.**



**Paying by an ongoing adviser charge facilitated by a product provider or platform.** The ongoing charge will be a percentage of the investment fund deducted either monthly, quarterly or annually throughout the term of the investment. **The deductions will have the effect of reducing the overall performance of the investment.**



**For pre RDR group pensions.** Commission as agreed between the employer and the pension provider.



**Paying by a combination of any of the above**

### Initial Implementation Charge

First Consultation – Free of Charge

Maximum Initial Charge (Per Investment) - 3% of the Investment with a minimum charge of £500

➤ *Based on the above, an initial investment of £200,000 would generate a charge of £6,000.*

### Ongoing Charges

Maximum Ongoing Charge (Cumulative) - 0.75% pa of the Funds we advise upon.

➤ *Based on the above the ongoing yearly charge for an investment of £200,000 would be 0.75% p.a. and equals to £1,500 paid during the year but the figure would fluctuate as the value of the investment changes.*

## **Ongoing Services**

- Face to face review meetings, regularity on an agreed basis.
- Financial Planning Report, including portfolio updates and valuations, market performance comparison, and market commentary.
- Specialist financial analysis and reporting.
- Revisiting of your attitude towards investment risk and review of portfolio performance.
- Client record keeping.

## **Fee Based Advice**

We do not offer the option to pay for advice based on an hourly rate. Instead, we use the above charging structures to determine the fees payable for our services. There may be exceptional circumstances where we provide services without the arrangement of one of the products shown above. In these circumstances, we will agree with you a fixed fee, based on the service you require. We will therefore not commence work until we have agreed this fee in writing with you, using a separate fee agreement.

## **General Queries**

There are other occasions where a Fee may be payable to us. Examples may be:

- You may require advice that does not involve the arrangement or the recommendation of a product, e.g. tax advice, generic information, cash flow forecasting, retirement options, etc.
- You may not have an arrangement for us to provide you with ongoing service and advice (and you now require further information or help)
- We may have provided advice on a one-off basis in the past (and you now require further information or help)

In which case, (and not limited to the above examples), you will be charged an agreed fixed fee for dealing with these general queries (this will include meetings, telephone conversations, research, producing letters/reports etc.). We will tell you if VAT is chargeable.

## **Insurance**



Paying by Fee



No fee for Term Assurance, Mortgage Protection Assurance, Critical Illness Insurance, Private Medical Insurance and Income Protection Insurance. You will receive a quotation that will tell you about charges or commission relating to any particular insurance policy.

## **5. Who regulates us?**

Christian Douglass Group Limited is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 465861.

Our permitted business is advising on and arranging investments such as bonds, unit trusts, investment trusts, OEICs, Individual Savings Accounts, pensions such as Personal Pensions, Group Personal Pensions, Stakeholder plans and Executive Pension plans, Insurances such as Term Assurance, Private Medical Insurance and Income Protection Insurance.

You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768.

## **6. What to do if you have a complaint?**

If you wish to register a complaint, please contact us:

In writing: Christian Douglass Group Limited  
Complaints Department, 2 Jordan Street, Knott Mill, Manchester, M15 4PY

By phone: Telephone 0161 236 6163

Our internal complaints handling procedures for the reasonable and prompt handling of complaints is available upon request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 0234567.

## **7. Are we covered by the Financial Services Compensation Scheme (FSCS)?**

We are covered by the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of product and the circumstances of the claim. Deposits with banks (etc.) are covered for £120,000. Long-term insurance contracts (e.g. investment bonds, life assurance, annuities) are covered for 100% of the claim with no upper limit. Investments are covered for £85,000. The level of cover for pensions depends on which of the above products the pension is invested in (i.e. deposit/insurance/investment). For further information about this compensation scheme arrangement and the limits that apply to the different areas we advise on please contact the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

# Christian Douglass Group Limited - Client Agreement

This agreement is issued by Christian Douglass Group Limited.  
2 Jordan Street, Knott Mill, Manchester, M15 4PY. Telephone 0161 236 6163.

## Authorisation Statement

Christian Douglass Group Limited is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority regulates the financial services industry in the UK and their address is 12 Endeavour Square, Stratford, London, E20 1JN. You can confirm this information on the FCA's Register by visiting the FCA's website FCA No. 465861 or by contacting the FCA on 0800 111 6768.

## Client Categorisation

Each client with whom the firm does business is categorised to identify the level of regulatory protection to be applied. We believe in providing our clients with full regulatory protection and we propose to classify you as 'Retail Client' for Investment purposes.

## Services to be provided

Unless you have been advised in writing to the contrary investments that we have arranged for you will not be kept under constant review.

We will issue you a suitability letter to confirm our recommendation, on issue of this letter any subsequent advice or recommendation offered to you will be based upon your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Unless advised to the contrary, we will assume that you wish to place no restrictions on the types of investment 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.

Our advice on investments includes Structured products, ISAs, collective investments, investment bonds and funds; funds can be held separately or on investment platforms. "Pensions" include stakeholder pensions, personal pensions, SIPP, flexi-access pensions and annuities. "Non-investment insurance" includes life insurance, critical illness insurance and income protection. We will explain the features of any product in our recommendation to you.

In transmitting investment and pension applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'. All orders placed by the firm are executed through the following routes: Platform providers and other FCA regulated institutions; and Direct with insurers, pension providers or fund providers appropriate to the transaction. Our top five MiFID investments execution venues by transaction levels are: A J Bell Investcentre; Raymond James Investment Services; Scottish Widows; Meteor Asset Management Limited and Aegon.

## Defined Benefit Transfer

For Christian Douglass Group Limited to provide holistic retirement planning, we have sourced a new third-party pension transfer specialist to provide advice on Defined Benefit Pension Schemes.

Christian Douglass clients are often faced with the complex decision of how to make the most of pension benefits held in Final Salary or Defined Benefit Schemes. There are various options about how to take these benefits, including the possibility of transferring these funds to make more flexible arrangements opposed to retaining guaranteed income provided throughout retirement.

Due to the Financial Conduct Authority's (FCA) ever changing rules and regulations pertaining to these schemes we felt it would be better to utilise the services of an active and specialized advisory firm to provide specific advice to our clients. The advisory service has been selected based upon their value and service levels and are perfectly suited to providing guidance and advice to assist clients in exploring their Defined Benefit/Final Salary pension options.

**The Financial Conduct Authority (FCA) state: Defined Benefit (DB) pensions, and other safeguarded benefits providing guaranteed pension income, give valuable benefits so most consumers will be best advised to keep them'.**

However for some clients a transfer might help them to achieve their retirement goals. Retirement goals can be explored on a general basis with Christian Douglass before more detailed analysis by the specialist bureaus. The process of transferring a Defined Benefit Pension Scheme is long and complex with many factors being considered, reflecting on the importance of the decision.

**Beyond the referral of the case to the third parties, Christian Douglass Group Limited have no influence on the decision or recommendation made by the specialist.**

Christian Douglass Group Limited does not handle clients' money. We never accept a cheque made out to us unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice. We do not handle cash.

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 after we receive them, where 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.

## **Advice and Instructions**

We will communicate with you in English both verbally and in writing for the sending and reception of instructions. We prefer our clients to give us instructions in writing to aid clarification and avoid misunderstandings. We will, however, accept verbal instructions provided they are confirmed in writing.

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 not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computer records relating to your transactions. We reserve the right to withhold copies of these records if information to other parties would be disclosed.

## **Material Interest**

We will act honestly, fairly, and professionally, known as conducting business in the 'Client's best interest'. 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 conflicts 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.

In accordance with the rules of our regulator we are prohibited from accepting any payment (financial or other non-monetary benefit) that is likely to conflict with the duty of the firm to its clients.

## **Rights to Cancel**

We may give you advice about policies or investments, which you may (for a short period) be able to cancel. In general terms you will normally have a 30-day cancellation period for life, pure protection, payment protection or pension policy and a 14-day cancellation period for all other policies. If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which 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.

There is no right to cancel an occupational pension transfer. This is replaced by a precontract right to withdraw your consent to the transfer 14 days before the transfer. We will ask you to waive this right if you request that we process your transfer without notice in order to meet deadline dates set by the scheme trustees.

## **Privacy notice – How We Use Your Data.**

### **Overview**

We will ask you to provide us with detailed information so that we can deliver our services to you. We will refer to this information as “Your Data” throughout this privacy notice. We will ask for details about you and your family, your employment, your financial information, your state of health and your financial goals. This privacy notice is important as it explains what we will need to do with this data, and the various rights you have in relation to the data.

### **Legal position**

The collection of data is necessary for us to perform the contract for services we agree with you. Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use your data provided it is in our legitimate business interest to do so and your rights are not affected. E.g. We may need to respond to requests from providers and our external compliance support relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

On occasion, we will use your data for responsibilities we may owe our regulator, The Financial Conduct Authority, or for wider compliance with any legal or regulatory obligation to which we might be subject. In such circumstances, we would be processing your data to meet a legal, compliance or other regulatory obligation to which we are subject.

### **Collecting and storing data**

In accepting our terms of service, you consent that we may process your data for the purposes of providing our Services. This includes obtaining, recording and holding information about you, your family and your business and personal affairs; we obtain that information directly from you, and from third parties who you authorise to provide information. You provide this information in your meetings with us, (and by letter, emails and phone calls.) We record this information on our paper files and our computer databases (including mobile and cloud devices.) If we meet with you using video conferencing software, then we may record and store that meeting. We may also record our telephone conversations with you. You may also provide us with copies of documents about your financial affairs which we retain. We also collect information from third parties about you, in paper and computer forms. E.g. information from providers about your existing investments, or information from your accountant about your financial position.

### **How the data is used**

Primarily, we use your data and data about your family’s circumstances to provide advice to you, complete transactions on your behalf, and then maintain our relationship with you. If you limit the information you provide to us, or decline to answer certain questions, then we may not be able to provide our services to you, or our services may be limited by the lack of information.

### **Data sharing**

We may share Your Data with other companies and agencies associated with us. When we undertake our research, or when we arrange a product for you, we will pass some of your information to the chosen bank, insurance company, pension provider, or platform service. These companies ask for your information in the form of an application document (which could be electronic). They may ask for other supporting data relevant to your transaction and copies of your identification documents.

Companies and agencies we share your data with could be: (1) product providers - as explained above; (2) the FCA, FOS or any other statutory, governmental or regulatory body – if they request to see our files or you make a complaint; (3) solicitors and debt collection agencies – if we are involved in a dispute with you; (4) third-party suppliers who provide services to us for quality control purposes and administration. (E.g. business processing services, client database systems, telephone and video recording services, report writing services, or compliance and regulatory advice services.); (5) Electronic identity verification services. You agree that relevant personal information held by us may be disclosed on a confidential basis, and in accordance with regulations, to any such parties. The sharing of your data does not entitle such third parties to send you marketing or promotional messages.

We do not envisage that the performance by us of our service will involve your data being transferred outside of the European Economic Area. There may be a product provider/ investment manager who may administer your policies and provide some of their services from centres outside Europe; these countries may not always have the same standard of Data Protection laws as the UK and EU. However, the providers of these services are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the General Data Protection Rules even when your personal information is processed outside Europe.

We would always ask for your permission to pass your data to other professional advisers to provide advice most suited to your circumstances. E.g. local accountants, solicitors, tax advisers. With your permission we may sometimes pass your information to specialist advisers in the financial and insurance industry where we do not feel we have appropriate expertise.

### **Special category (“sensitive”) data**

The information you provide may also contain “special personal data.” This is defined as information about your health (or that of your family), any information related to your ethnic origin, criminal offence data, political opinions, religious or philosophical beliefs, sexual orientation, or your membership of a Trade Union.

E.g. (1) Life insurance applications ask for data about health, medical history and ethnic origin; (2) you may share your religious beliefs with us whilst discussing ethical investment; (3) you may share your political opinions whilst discussing the effect of governmental policy on the economy and markets. (4) some insurance arrangements require you to disclose historic or current criminal convictions.

If you have parental responsibility for children under the age of 13, it is also very likely that we will record information that relates to those children and potentially, to their special data.

We will use special category data in the same way as your data generally, as set out in this Privacy Notice. You provide your explicit consent to collect special category data.

### **Your obligations**

We expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted, and only using secure methods of postage when critical documentation is being sent to us.

### **Retention of data and destruction of data**

We will retain your data for the purposes of providing our services, and for any contracted ongoing service, and for future administration. We will also retain your data according to the statutory requirements. If you wish us or any company associated with us to cease processing your personal data or special personal data, please contact the compliance officer at our office address.

## **Security of data**

Safeguards are in place to ensure that the information we hold 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, destruction, or damage to the data. You may be assured that we and any company associated with us will treat all data and special category data as confidential and will not process it other than for legitimate purposes we have described.

## **Your rights**

You can request copies of your data that is under our control. You can ask us to further explain how we use this data. You can ask us to correct, delete or require us to restrict or stop using the data; (Details as to the extent to which we can do this will be provided at the time of any such request.) You can change the basis of the consent you have provided.

We are a registered data controller with the Information Commissioner, and we comply with the provisions of the Data Protection Act. You have a right to complain to the Information Commissioners Office if you believe there is a problem with the way we handle your data. The ICO can be contacted on 0303 123 1113 or ico.org.uk/

**Marketing - We will not contact you (or pass your details to other companies associated with us) with details of any other similar products, promotions, or for related marketing purposes.**

## **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.

## **Force Majeure**

Christian Douglass Group Limited 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 reasonably beyond its control.

## **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.

# TO BE SIGNED AND RETAINED BY THE CLIENT/CLIENTS

## Declaration

### Client consent

The client agreement and Key Facts documents constitute our standard terms and conditions upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point, please ask for further information.

By signing you are confirming that the agreement will come into effect from the date of its issue and consenting to the transfer of information, as described, on a confidential basis when warranted.

### Adviser remuneration

**Please tick one of the following to indicate how you wish Christian Douglass Group Limited to be remunerated for the provision of advice.**

- Payment of a fee**
- Payment of Adviser charges (deducted from the investment)**
- Payment by a combination of a fee and Adviser charges**
- Payment by commission (non-investment and legacy business only)**
- Payment by a combination of a fee and commission (non-investment and legacy business only)**

<b>Customer Name(s)</b>		
<b>Customer Signature(s)</b>		

# TO BE SIGNED AND RETURNED TO CHRISTIAN DOUGLASS GROUP LIMITED

## Declaration

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<b>Customer Name(s)</b>		
<b>Customer Signature(s)</b>		
<b>Date of Issue</b>		