

# Syndaxi Chartered Financial Planners

# Terms of Business for Protection and Insurance including Services & Costs

Office Use Only			
Date of Issue			
<b>Call Recording</b> – Clients attention has been drawn to the fact that all telephone calls are recorded for regulatory and training purposes			
Data Protection			
Please tick this to confirm if the client has consented to us or any company associated with us processing any such sensitive data*.			
Please tick this box if they did not consent to us or any company associated with us processing any such sensitive data			
Please tick this box if they do not wish for us or any company associated with us to contact Them for marketing purposes by e-mail, telephone, post or SMS			
*Where client is under the age of 16 consent must be given by either the parent or legal guardian for this data to be processed.			

Syndaxi Financial Planning Limited is an appointed representative of Best Practice IFA Group Limited. Syndaxi Chartered Financial Planning Limited is the trading name of Syndaxi Financial Planning Limited.

### BACKGROUND

Syndaxi Financial Planning is an appointed representative of Best Practice IFA Group Limited, which is a network that promotes a high level of market standards through the provision of back-up resource, training and support.

Our objective is to help you achieve your objectives with a high degree of clarity and understanding. The aim is to provide financial advice that will endure into the future and assist in the realisation of your long term goals. We are not limited in the range of products that we consider for you.

Please retain this record for confirmation of our terms and charges as discussed and as confirmation that the information below has been disclosed to you orally during our initial meeting.

To achieve your goals, we follow a code of ethics and conduct. As such, we commit to;

- Give fair and proper consideration to your interests and requirements, and obtain relevant information necessary for this purpose.
- Avoid conflicts between our professional duties to customers, our personal interests and those of competing clients.
- Act with due skill, care and diligence at all times, whilst observing the limitations of our competence and authorisation.
- Conduct all dealings in an open, fair, honest and trustworthy manner through clear and understandable communications.
- Provide suitable and objective recommendations to our customers, accounting for all Laws and Regulations.
- > Not provide or accept any money, gifts, loans or any other benefit or preferential treatment.

As part of our commitment towards professionalism, we;

- Give impartial and comprehensive advice and are open and transparent in all dealings with you.
- Provide you with a clear record of the advice and rationale for recommendations made which you can see on our technology system.
- > Act on your behalf and not of a lender, product or service provider.
- Are assessed to be fit and proper and competent to undertake an advisory role with access to market leading technology to enable the provision of an efficient service.
- Are required to constantly increase knowledge and market awareness by undertaking professional development.

#### **Benchmark Capital**

Best Practice IFA Group, of which we are a member, is part of Benchmark Capital Limited, which is part-owned by Schroders plc. In the interest of disclosure the companies that fall under Benchmark Capital Limited include Fusion Wealth Platform and Fusion Funds, which may feature in recommendations made to you. Additionally, as Benchmark Capital is associated with Schroders, you may receive independent advice recommendations for funds that are managed by Schroders (including Cazenove Capital Management). For clarity the use of Fusion Wealth, Fusion Funds, Schroders or Cazenove funds is not mandated and would only be used where it is a suitable solution to your financial objectives. All recommendations are made for the best interest of our clients, not the business, and Benchmark Capital group aims to create cost effective solutions and efficiencies which can benefit both consumers and our members. A board of directors have been appointed to maintain oversight and control of the companies within Benchmark Capital, and procedures are in place to monitor and safeguard our consumer's best interests.

## **TERMS OF BUSINESS**

#### **Advice Services**

We can advise on and arrange life assurance, protection and financial planning. We are bound by the rules of the FCA and for your added protection, we also maintain Professional Indemnity Insurance.

With regard to products we have arranged for you, these will not be kept under review unless we have been specifically asked to do so by you.

However, we may contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of a product or service which we feel may be of interest to you.

By signing these terms of business, you are giving your adviser permission to accept paper and electronic instructions to transact business on your behalf. Verbal instructions will only be taken where the advising firm has call recording facilities. Any instruction received will be considered genuinely given and duly authorised.

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. The termination will be without prejudice to the completion of transactions already initiated, if this is the case. Any transactions effected before termination and a due proportion of any charges for services accrued shall be settled to the date of notification.

#### **Client Money**

Syndaxi does not handle client's money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

#### **Customer Classification**

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

### **Objectives and Restrictions**

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of products or companies you are willing to consider. Details of your stated restrictions and objectives will be included in the sales documentation provided to confirm our recommendation. Unless confirmed in writing to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

#### **Data Protection**

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. By signing this document 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 (01403 334455) or in writing at Sussex House, North Street, Horsham, West Sussex. RH12 1RQ. 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 you with such data.

Please tick this to confirm that you consent to us or any company associated with us processing any such sensitive data.\*

Please tick this box if you **do not** consent to us or any company associated with us processing any such sensitive data.

Please tick this box if you **do** wish for us or any company associated with us to contact You for marketing purposes by e-mail, telephone, post or SMS

\*where client is under the age of 16 consent must be given by either the parent or legal guardian for this data to be processed.

#### **Accounting to Customers**

Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

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 to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

#### **Material Interest**

We offer independent advice but occasions can arise where we, or one of our clients, will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment. We have arrangements in place to ensure our clients are treated fairly, and we have a conflict of interest policy in place to help us manage the risks. You may ask for a copy of this policy at any time.

#### **Rights to Cancel**

In most cases you can exercise a right to cancel, by withdrawing from the contract recommended to you. In general terms you will normally have a 30 day cancellation period for a pure protection policy and payment protection contracts and a 14 day cancellation period for all other policies. Finally, any contracts arranged at your explicit consent (normally referred to as 'execution only") do not provide cancellation rights.

The start of the cancellation period will normally begin, for pure protection policies, 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.

#### **Complaints**

Our complaints procedures are available on request. If you wish to register a complaint, please contact us in writing to The Compliance Director, Best Practice IFA Group Limited, Sussex House, North Street, Horsham, West Sussex, RH12 1RQ. Alternatively, you can telephone 01403 334455. 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. Protection and insurance business is covered for 90% of the claim, without any upper limit. Further information about this compensation scheme arrangement is available from the FSCS.

#### **Documentation**

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.

### **Anti-money laundering**

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.

#### Providing information to your insurer

Your protection cover is based upon the information you provide to the insurance company. All clients must disclose all 'material facts" (any information that may influence the insurer's decision over cover or terms) prior to inception and up to the commencement of the policy. Where you are buying insurance as an individual, this means that you must take 'reasonable care" to answer all questions asked by the insurer fully and accurately. Failure to provide accurate and up to date information may invalidate your cover and mean that a claim may not be paid.

# The Cost of our Services

This agreement is designed to outline the basis on which we charge for our services in relation to the investigation, research and placement of an insurance product on your behalf and is to confirm and formalise the service which we provide. We will require you to provide up to date and accurate information of your personal circumstances and financial objectives. Having established your needs we will then source a suitable product for you. We will then report to you in writing clearly documenting our recommended course of action. Our recommendations will be made on the basis of information provided by you and will take into account the objectives stated by you.

Please be aware that there could be other fees that will be required to be paid by you. All such fees will be disclosed in writing to you.

All information given to us, and the recommendations and advice provided by us to you will be kept confidential and will not be disclosed to anyone, except as we agree in writing or to whom we are regulatory obliged to. You may, however, request that a copy of your details be made available to your Accountant or Solicitor.

When you receive your written report, it will be your decision alone to implement the recommendation. In order that there may be no future misunderstanding, it is for our insurance advice services that you will pay a fee under this agreement.

#### **Protection Planning**

Our advised protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as critical illness cover, health insurance and life cover. We advise on non- investment protection products e.g. term assurance, income protection and critical illness from a range of insurers.

# 1) Paying by fee

Our fee will be based on an hourly rate basis subject to a minimum fee of £500. Any commission we receive from the product provider can be used to offset this fee. Any surplus will be refunded to you. We will always present you with a personalised quote before undertaking any work that might be charged for. The following example shows what our typical costs would be:

The typical charge for a new client requiring family protection against death and critical illness based on £500,000 of cover is £2,000.

## 2) Paying by commission

Where we are paid by commission we will tell you the amount before we carry out any business for you. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

#### Law

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.

We fully intend to rely on the terms of our agreement. 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. In addition, you have chosen for the firm to be remunerated by;

Direct payment of a fee (Fixed, Percentage based or Hourly rate)	
Payment by commission (or product charges)	
Payment by a combination of commission and fee	

Customer Name(s)	
Customer signature(s)	
Date of issue	

cial Planners

### **CUSTOMER CHARTER**

When you put your trust in others to look after you, your family and your finances, you need complete confidence and total reassurance that they will provide competent, honest and valuable advice every step of the way. Syndaxi Financial Planning as a member of Best Practice IFA Group Limited provides a service with integrity, designed to do exactly that, with personal attention and ongoing commitment for your added peace of mind.

We are a business that is built on the foundation of providing a personal "hands on" approach. This exceptional attention to detail gives you the comfort, trust and confidence you would expect from someone dealing with your finances and your family's future.

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.

Understanding your needs, goals and individual concerns is the first and most important stage of our relationship. When we have spent time listening to you, you can expect to receive uncomplicated, sensible and unambiguous advice to suit your specific circumstances. We will always respond to your questions or queries in a friendly, personal and professional manner and want you to know that all our dealings with you are important and are prioritised accordingly. We will endeavour to provide the service you expect and quality of advice you deserve.

This document is aimed at providing you with a brief overview of Syndaxi Chartered Financial Planners which is a trading name of Syndaxi Financial Planning Limited. For the purposes of this document referred to as Syndaxi.

This is an introduction to our services and costs from which you may select the service and remuneration basis that best suits your needs. Syndaxi will discuss the choices with you so that you fully understand what is offered and how it will benefit you. Should you have any questions please do not hesitate to ask us. Our website is at www.syndaxi.co.uk

# **Call Recording**

All telephone calls are recorded for regulatory and training purposes and these will be referred to as part of our advice records. All call recordings will be used to minimise ambiguity in our discussions or instructions received and are encrypted for security and integrity purposes. These records will be kept in line with regulatory and statutory requirements, and will be retained for a period of at least six years.

In order to meet our regulatory obligations; calls concerning advice and transactions may not be carried out via our adviser's mobile phone numbers, and any such calls need to be conducted through the recorded office number stipulated.