

# Terms of Business

The financial services industry is highly regulated by the Financial Conduct Authority (FCA) the independent watchdog that regulates financial services in the UK, which promotes a strong commitment towards consumer protection.

Johnson Fleming Future Life Planning Limited takes its regulatory responsibilities very seriously for the benefit of our corporate clients and their employees as well as to protect and strengthen our own corporate brand. The content of this document provides you with important information as well as clarity and transparency about our business and how we will work for you.

## About our services and costs

This document is designed to be given to customers considering buying certain financial products and/or services. You need to read this important document. It explains the service you are being offered by Johnson Fleming Future Planning Limited and how you will pay for it.

## Whose products do we offer?

Johnson Fleming Future Life Planning is a financial planning business, focused on helping you understand and plan for your financial future. We are also able to act on your behalf in advising you on investments and non-investment insurance contracts. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice and services.

### Investment planning

We provide a restricted advice service. Restricted advice means that we will only consider investments from a limited range of products. Different firms are restricted in different ways.

We will recommend investments from the whole of the market but do not advise on the following types of investment - structured products, venture capital trusts (VCTs), enterprise investment schemes (EISs), unregulated collective investment schemes (UCIS) and exchange traded funds (ETFs). You may ask us for a list of the types of products we do advise on.

### 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.

## Which service will we provide you with?

### Investments

Not all firms charge for advice in the same way. We will discuss your payment options with you and answer any questions you may have. We will not charge you until we have agreed with you how we are to be paid. Our typical fees are listed over the page, all fee amounts are exclusive of VAT, expenses and disbursements; these will be added to the invoice if applicable.

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

Service	Indicative Adviser charges
Initial Life Planning meeting	FOC - at the expense of Johnson Fleming Future Life Planning
Future Life Plan creation, analysis, financial advice and implementation	2% of any sum invested*
Ongoing Service charge	1% of any sum invested**

\* An example of our Future Life Plan creation, analysis and financial advice charges - if you were to invest £200,000, and the agreed charge was 2%, £4,000 would be immediately deducted from your investment or you could choose to pay this fee to us directly.

\*\* An example of our ongoing service charge - if you invested £200,000, and the agreed charge was 1%, £2,000 per annum would be deducted from your investment. Alternatively, you could choose to pay this fee to us directly. The ongoing service charge may increase as the fund grows. Ongoing service is optional; you can choose to cancel it at any time.

### Pure protection products

For whole of life and term pure protection insurance (life, critical illness and income protection cover), we are paid by commission from the insurer. If you purchase one of these products we will receive commission in addition to any fee indicated above and in addition to any adviser charges/fees you may have been or will be paying for investment related services.

The amount of commission will be disclosed separately should you purchase one of these protection products.

## Your payment options

### By a percentage of the amount invested (Adviser Charging)

The fees for Future Life Plan creation and analysis, financial advice and implementation, as outlined above, may be deducted from your investment by the product provider. These charges reduce the amount left for investment. If you choose to pay these fees directly to us, there will not be a deduction from your investment by the product provider.

If you elect to receive an ongoing service, we will charge you a percentage of your investments based upon the level of service you've chosen. This may be deducted from your investments. If you choose to pay these fees directly to us, there will not be a deduction from your investment.

Whether you buy a product or not, you will pay us an adviser charge for our advice and services which will become payable upon completion of our work.

### By fixed fee

Where we agree a fixed fee amount for the services described above, this may be deducted from your investment, or you may pay us directly.

### Existing products

If you consent to us taking on the management of products that you already own, these may pay an ongoing commission or adviser charge which would stop being paid to a previous adviser and may start to be paid to Johnson Fleming Future Life Planning Limited.

The amount of commission or adviser charge would vary depending on how the product was set up and the amounts involved. You will be required to settle the payment of your advice charge on completion of our work in 30 days. We can only accept cheques. We do not accept payment of cash.

### Ongoing service

There will be an additional charge for any ongoing work, such as periodic or ongoing reviews, we carry out on your behalf. We will confirm the rate, frequency and length of this ongoing service before beginning any ongoing service.

## Who regulates us?

Johnson Fleming Future Life Planning Limited is authorised and regulated by the Financial Conduct Authority, register number 624599. Registered in England and Wales, register number 08871387.

Johnson Fleming Future Life Planning Limited is an Appointed Representative of Johnson Fleming Limited, which is authorised and regulated by the Financial Conduct Authority, register number 736842.

The Financial Conduct Authority does not regulate some forms of auto-enrolment services, some pension communications services and some pension governance services.

Johnson Fleming Services Limited is not authorised by the Financial Conduct Authority. Registered in England and Wales, register number 08373606.

The registered office for all companies is: Fleming House, Bromsgrove Enterprise Park, Bromsgrove B60 3AL.

Johnson Fleming Limited is a firm of Financial Advisers and our permitted business activity is advising and arranging life insurance, pensions, investments and general insurance contracts. Johnson Fleming Limited is not authorised as tax advisers, employment law specialists or advisers to pension scheme trustees.

## What to do if you have a complaint?

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

**By email:** [complaints@johnsonflemingflp.com](mailto:complaints@johnsonflemingflp.com)

**By post:** Head of Compliance, Fleming House, Bromsgrove Enterprise Park, Bromsgrove B60 3AL.

**By telephone:** 01527 571 300

If you cannot settle a complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). The FOS is an agency for arbitrating on unresolved complaints between regulated firms and their clients. Full details of the FOS can be found on its website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

We are covered by the 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.

**Investment** - most types of investment business are covered up to a limit of £50,000.

**Insurance** - advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS. The FSCS was set up mainly to assist private individuals, although smaller businesses are also covered. Larger businesses are generally excluded, although there are some exceptions to this for deposit and insurance claims.

# Client agreement letter

This Client Agreement letter comes into effect on the date you receive it from us and sets out the terms under which our services are to be provided.

## How we act for you

We will enter into communication with you in plain English, through whatever means are convenient to you and us, including face-to-face, telephone, email and other acceptable electronic communication methods.

We prefer our clients to provide us instructions in writing to avoid possible disputes. If we accept verbal instructions from you we will confirm them in writing to you. Any advice we give you will normally be confirmed in writing confirming the basis of our reason for recommending the transaction on your behalf, but if given verbally, we will record it on our files.

Where any recommendation we make, or transaction we undertake, results in a right to cancel the policy under certain conditions, we will advise you of these rights. We will also tell you if they do not have a right to cancel the arrangement. We will confirm to you in writing the basis for recommending the transaction executed on behalf of you and your employees.

When we arrange investments we will register individuals' names unless otherwise agreed in writing. Additionally, we will arrange that either a contract note, documents of title, or certificates evidencing title are issued to you. All such paperwork will be forwarded by post as soon as possible. Where a number of documents relating to a series of transactions are involved, documents may be retained until the series is completed.

## Client categorisation

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 Client' for investment purposes. This means that you will have the highest level of protection available under the regulatory system.

## Managing conflicts of interest

We will act honestly, fairly and professionally; known as conducting business in 'Clients' best interest' regulations. Occasions can arise where we, or one of our other customers, will have some form of interest in business that we are transacting for you. If and when we become aware that our interests, or those of one of our other customers, may conflict with your interests, we will inform you and obtain your consent before we carry out your instructions.

If we can continue to act for you, we will tell you how we will ensure your interests are protected. On occasion we may have to cease acting for you, but we will help you find advice from elsewhere, if you want us to.

In accordance with FCA rules we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients. We advise and arrange on a range of products from a variety of firms; we may receive certain support from these firms, which is used to enhance the quality of service we provide to you. Some of the cost of this training may be passed to you as part of the total product charges you pay these firms. Other support we may receive includes access to technical services, information technology support or product literature.

## Other costs and associated charges

There may be other costs, including taxes, that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in relevant third party documentation, for example a Key Features Document.

## Investment services, objectives and restrictions

Johnson Fleming Future Life Planning Limited is permitted to advise on and arrange (bring about) deals in investments. With regard to investment strategies that we have arranged for you, Johnson Fleming Future Life Planning Limited may offer you an ongoing service.

Any advice or recommendation offered to you will be based on 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. Details of your stated investment objectives will be identified during our discussions with you and confirmed in the suitability report that we will issue to you to confirm our recommendation.

Johnson Fleming Future Life Planning Limited does not handle clients' money. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of adviser charges or disbursements for which we have sent you an invoice). If we are sent money, this may delay the transaction as we may have to return this money.

Crossed cheques for premiums or investment monies can only be made payable directly to the product provider or insurer. No premiums or investment monies of any kind should be paid or made payable to anyone else.

## Investment risk

All investments carry a degree of financial risk that will tend to increase in proportion to the potential rate of return on the investments. Some investments in products carry the risk of the value of the investment falling and decreasing their asset value, for example products based on the stock markets.

Please note that past investment performance is not a guide to the future performance. Potential for profit is accompanied by the possibility of loss. The value of investment funds and the income from them may go down as well as up and investors may not get back the original amount invested. Any figures provided are for illustrative purposes only and are not guaranteed.

Before entering into any investment agreement, we will explain the risk, but individuals must tell us if they do not understand the risk associated with the product or if they do not wish to accept that level of risk.

## Service proposition

In order to support your objectives Johnson Fleming Future Life Planning may recommend product solutions and/or service propositions which fall outside of the UK financial services regulatory framework which is governed by the FCA. Where we offer a products or services of this nature we will confirm to you that this falls outside of the scope of the FCA's remit.

## Contact

Whilst we are appointed to act upon your instructions, Johnson Fleming Future Life Planning Limited will offer an ongoing advice service. We may review our record of investments and policies periodically and contact you to suggest that we arrange a review meeting. We may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you; therefore, from time to time we may send marketing material to you, contact you by telephone or email.

If you do not wish to receive such communications please tick the box to opt-out. Alternatively, please email us to let us know that you wish to [unsubscribe](#).

We will be pleased to advise you at any time should you require further assistance.

## Termination of this Agreement

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 services already provided/transactions already initiated, which will be completed according to the client agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any adviser charges or other fees which may be outstanding, which will be due within 30 days of termination date.

The terms outlined within the initial Disclosure Documents may be overridden and superseded at a later date by a bespoke signed Client Agreement confirming level of services and associated costs where commitment is made to formally transact business with and appoint Johnson Fleming Future Life Planning Limited as advisers.

## Law

The terms outlined within this Client Agreement letter are governed and shall be construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts.

**I can confirm I am happy with the contents of this Client Agreement letter:**

<b>Print name:</b>	
<b>Signature:</b>	
<b>Date:</b>	

# Data Protection Act 1998

## Use of your information

The UK is one of the most highly regulated financial centres in the world. This is to safeguard the interests of consumers and other persons purchasing and being advised about investments, insurance and other financial products and in use of their personal data. Against this backdrop, we are required to make certain regulatory and statutory declarations to you.

If instructed by you, we will collect data about you during our initial and other meetings. We may also be collecting data about you from other sources. We collect the data through note-taking and completing questionnaires about your circumstances.

We may make checks with rating agencies or other recognised institutions to authenticate and verify your identity and your credit status. These checks are to help us with our obligations at law and generally to ensure that we provide you with advice that suits your circumstances. The scope and extent of the gathering of information from third parties depends on what type of services you are taking from us.

If you wish to opt-out of such checks please tick the box. Alternatively, please inform us by email if you wish to [opt-out of these checks](#)

Johnson Fleming Future Life Planning Limited is required to ensure that the sales we make to you and advice we provide to you is compliant with the regulatory regime in the United Kingdom. Your data will be used for regulatory and other purposes, including monitoring that an acceptable advice process is being followed, if you make a complaint or Johnson Fleming Future Life Planning Limited is requested by the FCA to undertake a review of the sale or advice.

All Companies within the Johnson Fleming Group or Appointed Representatives of companies within the Johnson Fleming Group are registered with the UK Information Commissioner's Office and endeavour to follow all the guidelines and rules set out in the Data Protection Act 1998. Data may be shared between these companies in order to ensure that we are able to deliver appropriate services to our clients.

## How is your information used?

Primarily, we use your data to provide advice to you and complete transactions on your behalf. We analyse and assess your data to maintain and develop our relationships with you.

Depending on the instructions we receive from you, we may pass your data to other professional advisers to enable us to provide advice most suited to your circumstances. This may be referrals to accountants, solicitors, tax advisers and sometimes to specialist advisers in the financial and insurance industry where we do not feel we have appropriate expertise. We, and any third party specialist advisers to whom we introduce you, will, of course, pass your data to institutions if you agree to purchase or amend policies and products as part of the sales and advice process.

We may also publish your data on secure web facilities in relation to these third parties and institutions. These parties may then send this data as de-personalised aggregated statistics to further third parties (some of whom may be outside of the EEA). Any information sent out by third parties assisting us will be anonymous. Anonymisation means that it doesn't contain any personal information about you but, for example, might say which age groups prefer a particular product or service. By using our service you agree to such use of your personal data.

Johnson Fleming Future Life Planning Limited monitors the sales and advice process which includes money laundering checks, compliance and regulatory reporting as well as fraud prevention.

Johnson Fleming Future Life Planning Limited reserves the right (subject at all times to complying with its obligations under Data Protection Laws), to retain all Client data and information which is required to support the discussions held

with you in order to comply with its FCA obligations and allow it to be in a position to be able to investigate any form of complaint or dispute at any point in the future should the need arise.

Copies of the files we create about you will be retained by Johnson Fleming Future Life Planning Limited so that in future it can investigate any concerns you or appropriate authorities may have about the sales and advice we give to you. Your data is held on our servers and paper-based filing systems. Data on servers is backed up each night and stored securely offsite by a specialist third party.

Johnson Fleming Future Life Planning Limited will retain your data according to the statutory requirements for regulatory products. For example, if you are given specialist pension advice, the data will be retained indefinitely. If you want details of the statutory retention periods for various product types please contact us and we will obtain the latest legal position on your behalf.

We may introduce you to institutions (e.g. life assurance and pensions providers) who process your information in countries that are outside the European Economic Area (EEA), which do not offer the same level of protection for your data. While the data protection laws in these countries are not equivalent to the EEA, it is understood that these companies would have taken appropriate steps to ensure adequate protection for your personal information and created equivalent rights as if your data was processed in the EEA. However, clearly Johnson Fleming Future Life Planning Limited cannot guarantee this, but clarification on an institution's data protection policy can be provided on request.

## Our obligations and commitments

Johnson Fleming Future Life Planning Limited undertakes to maintain the confidentiality of any confidential information at all times and to keep any confidential information secure and protected against theft, damage, loss or unauthorised access and not, at any time, either during or after termination of this Agreement to use, or permit or authorise the use of, or disclose, exploit, copy or modify confidential information or authorise any third party to do the same, other than for the purpose of performing its obligations outlined within the terms of this Agreement.

Johnson Fleming Future Life Planning Limited may disclose information to third parties (including without limitation Product Providers, insurers, other advisers, HMRC, regulatory or law enforcement bodies) but only where it is necessary for the delivery of the terms of this Agreement or where it is required to enable Johnson Fleming Future Life Planning Limited to meet regulatory or legal obligations.

If you become aware that any of the information or data that Johnson Fleming Future Life Planning Limited holds on you is inaccurate, incomplete, incorrect or out of date it is your responsibility to contact us at the earliest opportunity to notify Johnson Fleming Future Life Planning Limited of the same. Any information found to be inaccurate, incomplete, incorrect or out of date will be amended promptly by Johnson Fleming Future Life Planning Limited. Johnson Fleming Future Life Planning Limited accepts no responsibility or liability that arises as a result of relevant matters that have not been disclosed by you, including where this information may be held within the public domain.

Johnson Fleming Future Life Planning Limited reserve the right not to disclose your personal information unless express written consent is received from the individual concerned, thereby maintaining and respecting your confidentiality and data protection rights.

Johnson Fleming Future Life Planning Limited shall during the term of this Agreement comply with all applicable Data Protection Laws under this Agreement, applicable to a 'data controller', as that term is defined in the Data Protection Laws, and shall not do, or cause or permit to be done, anything which may cause or otherwise result in a breach by the Client of the same.



## Your right to a copy of your data

You have the right to obtain copies of the information or data Johnson Fleming Future Life Planning Limited holds on you. Johnson Fleming Future Life Planning Limited reserve the right to charge a nominal fee to cover administration costs of copying and delivery of information requested.

## Treating customers fairly

We are strongly committed to our regulatory responsibilities for Treating Customers Fairly which is an ongoing project within the business and at the forefront in all of our dealings with clients.

Johnson Fleming Future Life Planning Limited is subject to ongoing monitoring by the FCA to ensure that the management controls and structure of the business, as well as internal procedures and systems, meet its requirements in order that we can continue to retain our regulatory status.

We take our regulatory responsibilities very seriously for the benefit of our clients but also to protect and strengthen our corporate brand.

### **Systems and controls**

Internal documents for compliance and risk mitigation are held centrally and electronically, thereby providing up to date access to all personnel and advisers at all times for ongoing reference.

We frequently work with external and independent consultants, which allow us to gain an unbiased view of our approaches and processes to ensure that we remain aligned to the market and up to speed with industry developments.

### **Training and competence**

Personnel at Johnson Fleming Future Life Planning Limited are subject to a robust learning and development programme. Our people attend ongoing training and are actively encouraged to take relevant industry recognised qualifications. All this ensures our people have the necessary skills and knowledge to be able to deliver a high level of service to our clients.

### **Our services**

Our financial services product recommendations are based on a comprehensive and fair analysis of the whole of the market, as opposed to being tied to a single or limited range of providers, which enables us to offer our clients the most suitable solutions to meet their needs and objectives.

With this in mind, it is important that we maintain and develop strong ongoing business relationships with key product providers within the market place in which we operate, since this is beneficial to our clients and therefore the long term success of the business.

We also offer a range of strong support services which enable our clients to fully engage and understand financial services solutions that are put into place, in order to provide the opportunity for consumers to maximise the value and benefits of their financial products.

Some of the products and services that we offer may fall outside of the UK financial services regulatory framework which is governed by the FCA. Where we offer products or services of this nature we will confirm to you that this falls outside of the scope of the FCA's remit.