



# Terms Of Business

PDB Wealth Partners Ltd

5-7 Museum Place, First Floor, Cardiff CF10 3BD

PDB Wealth Partners Ltd is an Appointed Representative of Quilter Financial Services who are authorised and regulated by the Financial Conduct Authority

- This document sets out the terms of business between our firm (as an Appointed Representative) and its clients
- These 'Terms of Business' apply until further notice and must be read in conjunction with the 'Guide to Our Service'. In case of any ambiguity between the documents, this 'Terms of Business' will take precedent
- Either we or you can end these terms at any time, without penalty and this will not affect any outstanding transactions being carried out on your behalf

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## CONFIRMATION OF MY ADVICE AREAS

Insurance	
<input checked="" type="checkbox"/>	I will advise and make a recommendation for you after I have assessed your needs for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance as an insurance intermediary.
Investment	
<input checked="" type="checkbox"/>	Advice – I will advise and make a recommendation for you after I have assessed your needs.

## CONFIRMATION OF WHOSE PRODUCTS I OFFER

Insurance	
<input checked="" type="checkbox"/>	We offer products from the whole of the market based on a fair and personal analysis of the market for Private Medical Insurance.
<input checked="" type="checkbox"/>	We offer products from a range of insurers based on a fair and personal analysis of the market for Life Assurance, Critical Illness, Income Protection and Whole of Life. Ask us for a list of insurers we offer insurance from.
Investment	
<input checked="" type="checkbox"/>	Restricted advice – My recommendation will be from a panel of leading investment companies. I will be happy to provide you with a list of the companies on the panel at your request.

## WHAT YOU WILL PAY FOR MY SERVICES

Insurance	
<input checked="" type="checkbox"/>	No fee for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance. We will be paid by commission from the company.
You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.	
Investment	
<input checked="" type="checkbox"/>	Standard fees – where you wish to take advantage of our full advice process, or our ongoing service options. These are shown by way of implementation and ongoing service fees, and it is likely that no VAT is due on these fees.
<input checked="" type="checkbox"/>	Ad hoc fees – where you do not wish to subscribe to an ongoing service, or where you want specific advice or project work. It is likely that VAT may be due on these fees.

## INVESTMENT FEES - STANDARD

As your adviser I will be paid by you for the advice I give you both initially and ongoing.

You will not incur any fees until we have agreed what they will be.

The section below sets out the fees for the initial advice I offer. Once I have a better understanding of your situation I will go through the fee structure and be able to give you the actual fee amount that will apply to you.

I am not able to receive or retain any other inducements from a product provider. Should I receive any additional fee, commission, monetary or non-monetary benefit as a result of a recommendation made to you I will return this to the product provider to transfer it to you (as appropriate) and attempt to stop further payments/inducements being received.

We will act as the intermediary between the product provider(s) and you with a view to arranging the purchase of the Retail Investment Products as we have agreed.

Unless otherwise explained the fees below will cover a full advice process: understanding your current situation, objectives, attitude to risk, research to identify suitable solutions, documenting our recommendations and implementing the agreed solutions.

Fees for the design, production and implementation of a financial strategy are calculated as follows:-

### Policy Arrangement & Implementation – Lump Sum Investments or Transfers

Should you instruct us to proceed with any of our recommendations we will act for you in the following ways:

- Handle all fund and policy administration on your behalf;
- Provide regular updates to keep you informed of progress;
- Ensure all your documents are issued in line with your expectations;
- Provide confirmation of all actions taken on your behalf in writing or verbally.

Our charge for this service is based on a percentage of the amount you invest and/or transfer on a tiered basis.

These are the typical initial fees we charge but a lower or higher cost may depend on the total amount of work involved. For any final salary (defined benefit pensions) advice there may be additional costs to cover the complexity of work and advice liability.

Our minimum fee irrespective of the size of investment is:

Basic pension work (personal pensions) - £1,500

Final Salary (Defined Benefit / Complex Pensions) - £3,250

### **Our initial maximum fees are charged on a tiered basis:**

- First £150,000 – 3%
- Next £350,000 (up to £500,000) – 2%
- Next £250,000 (up to £750,000) – 1%
- Next £250,000 (up to £1m) – 0.5%
- All funds over £1m – 0.25%

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you.

Example 1; if we arrange investments on your behalf totaling £100,000 our implementation fee would be £3,000. A payment of £3,000 can be paid direct or deducted from the initial investment resulting in the starting investment being £97,000.

For an investment of £250,000 it would be £6,500. (£150,000 @ 3% & £100,000 @ 2%)

We will always confirm the cost as a percentage and £ for complete transparency.

### Policy Arrangement & Implementation – Regular Premium Savings or Investments

Any charge for regular pension or investment savings would be paid by either direct fee or an ad hoc fee from your investment. The maximum charge for this advice and implementation would be a maximum of 50% of the first year's premiums.

Example; if your monthly contribution is £300 our maximum implementation and advice fee would be £1,800. This can be paid as a direct fee or an ad hoc payment through your investment.

### Ongoing Reviews and Changes to Existing Investments

We will discuss the full range of our on-going services during our initial consultation. These services include, but are not limited to, providing you with:

- Structured and ad hoc reviews to give you peace of mind. This can be face to face, phone, email, skype or any form of communication that is convenient for you
- Online access to all your pensions & investments through our back office system
- An assessment of your circumstances and any changes to your plans that are needed;
- Regular risk assessments and fund comparisons
- Cash flow modelling
- Regular updates and information regarding your holdings;
- Regular economic updates
- Unlimited free switching within the portfolio's
- Ongoing support with correspondence and administration issues
- Unlimited access to our advice and support team through a direct number
- Tax planning assistance on pension and investment products
- Assistance & support to beneficiaries in the event of death
- Associated mortgage, solicitor and accountant contacts

We will agree separately the level of on-going services at the time of, or prior to, making our recommendation(s) to you. Our maximum ongoing fee will be maximum of 1% per annum and will be agreed on an individual basis with your adviser. Please note as the fee is based on the investment value, the actual amount we receive will increase (or decrease) in proportion to any increase (or decrease) in the value of your portfolio.

The charges can be deducted from your investments or paid directly by you. You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report.

Any ongoing advice can be ceased without any notice period by contacting your investment provider direct.

### **Examples of Ongoing Fees**

If we look after you and your investments are valued at £100,000, our fee is 1%. Therefore the annual payment to us will be £1,000, paid in monthly instalments.

**The elements that make up your ongoing servicing package are subject to alteration, I will notify you in advance and in writing if any of these aspects change.**

### **Our Insurance and Protection Services and Costs**

Similar to our investment services above, we will provide you with a personal and financial review prior to making our recommendation(s) to you. Should you accept our recommendation(s) we will arrange the implementation of this/these for you. The reasons for our recommendations will also be provided to you in a written report.

We do not charge a fee for our insurance and protection services as we will normally receive commission from the policy provider. You will not be subject to VAT for this service.

### **VAT**

The fees outlined above are raised when the investment is made and it is likely that no VAT is due on these fees.

Any variation to this amount will be confirmed in writing to you before proceeding further. This may be for example for larger or more complex loans, or where your personal situation is more complex regarding income sources, taxation, residence and credit rating.

Please note that as the fee is based the investment value, the actual amount we received will increase (or decrease) in proportion to any increase (or decrease) in the value of your portfolio.

## OTHER IMPORTANT INFORMATION WE FEEL YOU OUGHT TO KNOW

### **If You Are Not Happy With Our Service**

If you have a complaint about your Adviser or any financial advice you have received from your Adviser please contact us:

In writing:

Quilter Financial Planning Complaints Department  
Riverside House  
The Waterfront  
Newcastle upon Tyne  
NE15 8NY

Email: [QFPcomplaints@quilter.com](mailto:QFPcomplaints@quilter.com)

Tel: 0191 241 0700

We will be happy to provide you with a summary of the internal procedures for handling complaints, this is available without charge upon request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (e.g. if we arranged insurance or a regulated mortgage product).

The Financial Ombudsman Service can be contacted as follows: The Financial Ombudsman Service, Exchange Tower. London E14 9SR

Telephone: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Our Regulator - The Financial Conduct Authority**

We are an appointed representative of Quilter Financial Services Limited (FCA Register number is 440703), Wiltshire Court, Farnsby Street, Swindon. SN1 5AH which is authorised and regulated by the Financial Conduct Authority.

The permitted business of Quilter Financial Services Limited and Quilter Mortgage Planning Limited is advising on and arranging pensions, investments, mortgages, life assurance and general insurance.

You can check this on the FCA's Register by visiting the FCA's website [www.FCA.org.uk/register](http://www.FCA.org.uk/register) or by contacting the FCA on 0300 500 8082.

The FCA address is: 12 Endeavour Square, London. E20 1JN

### **Client Classification Levels For Your Protection**

The FCA has rules which affect the rights you have as a customer. In our dealings with you we will be representing you as the customer, rather than acting on behalf of an insurer.

We classify all our individual customers as 'retail' customers. The range of financial products and investments we recommend are tailored to meet the needs of retail customers. You will have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS). These rights will apply to the provision of the advice we provide.

In most cases these rights will also apply to the products we recommend. However there are some exemptions for specialist products such as Enterprise Investment Schemes and Venture Capital Trusts. Your adviser will let you know if the product recommended will not have rights under the FOS or FSCS.

There are other classifications of customer that don't have these rights. These are "professional" customers and "eligible counterparties".

You have the right to be classified as a professional client and revoke this status on request. Should you feel you have the skills knowledge and experience to be a Professional client and don't wish to have the same protection afforded to retail clients, please let me know and we will complete the forms necessary to reclassify you.

If you have any questions regarding your classification (e.g. if you are a large company), please write to Quilter Financial Planning Compliance Department, Intrinsic Financial Services Limited, Wiltshire Court, Farnsby Street, Swindon. SN1 5AH or to the Financial Ombudsman Service and FSCS.

### **Client Money Peace Of Mind**

We do not handle Client Money. We never handle cash and will only accept a cheque made out to us in settlement of Advice and Service fees. Our preferred method of payment is via bank transfer.

### **Your Duty of Disclosure**

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance, mortgage, or investment related plans).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

### **Investment Advice and Recommendations Scope**

Any investment advice your adviser provides will be based on your personal financial circumstances and objectives. We will confirm these and the reasons for any recommendation in a Suitability Advice Report.

If you have asked for any restrictions on the types of investment or the markets you wish to invest in, these will be confirmed in the Suitability Advice Report. We will always make it clear when products are not within the 'regulated' scope, and advise you of your rights.

### **Paying For Advised Services**

Where payments are facilitated through a product, this will impact the actual amount remaining invested. Payment of the initial Advice and Ongoing Service fees facilitated by the relevant Product Providers or Platform administrators will be as a percentage of contributions invested or of the value of the plan's value/funds under management as at the anniversary of the initial investment. As such, the cash equivalent amount will vary depending on the value at the time.

Providers/Platform administrators will detail the specific process they operate to facilitate a fee in their literature. If you opt to pay the Adviser Charge directly (not through a product) an invoice will also be provided, which must be settled within 14 days of issue (we reserve the right to charge interest on late payments at a rate of 3% above Bank base rate).

Full details of the final Advice will be provided in the Suitability Advice Report. Full details of the any future Service fee will be provided either in the Suitability Advice Report or 'Authority to Proceed' document prepared for you by your Adviser. You may also be asked to sign and return a copy of the Authority to Proceed document to confirm your understanding and acceptance of the arrangements.

### **Cancellation / Termination of Authority**

The Ongoing Service fee or our authority to act on your behalf can be cancelled at any time without any penalty by email or post using contact details provided. These methods ensure we have an audit trail for your instruction. You will be responsible for cancelling any instructions from your bank. If the fee is being taken from your investments we will endeavour to instruct the Provider, Platform or DFM to stop the fee within 5 working days of receiving your instructions and refund any over payment if we are unable to meet this commitment.

You may ask us for an updated estimate of your advice fee at any time and you may ask us not to exceed a given amount without checking with you first.

### **Investment Advice Refunds**

Our standard policy is that in circumstances where this agreement is terminated, a recommendation is not followed through to implementation, or a product arranged is cancelled at any time, no refunds will be given and all work undertaken will be billable and due. Please note that this does not affect your statutory rights or ability to complain.

If you cancel your investment(s) in the cooling off period or stop regular contribution payments the fee will no longer be due unless a minimum fee is stated in this Terms of Business and your Adviser Charging Agreement/Authority to Proceed.

### **Language**

Unless agreed by us at outset all communication will be completed in English. We will communicate in a manner that is convenient to you, this could include Face-to-Face meetings, Post, E-mail and by telephone.

### **Overseas permissions**

Financial Planning: All advice will be conducted in the UK. We do not have permissions to give advice when either you or I are located in any overseas location regardless of whether that location is in the European Economic Area (EEA) or not.

Protection Advice: All advice will be conducted in the EEA. This means that both you and I can be in any EEA country at the time advice is given.

### **Timing of Reports**

Financial Planning: I will send you a Suitability Advice Report setting out the reasons for my recommendation at the time of my recommendation and where applicable before implementing any advice that I have recommended.

Protection Advice: Protection Advice: I will send you a Demands and Needs statement setting out the reasons for my recommendation, before the policy starts. If I am advising you by telephone, and the

policy starts on the same day the Demands and Needs statement will be sent by the end of the next working day.

## **VAT**

The service we provide is described as an 'intermediation' service. This means we provide advice with the intention of acting between you and a product provider to arrange a financial product or service. If we did not do this we would be liable for VAT on the fees charged. VAT is not applicable on the fees we charge for intermediation services. In arranging the sale of retail financial products an adviser fee made for advice, even if you decide not to proceed with the purchase of the recommended product, will remain VAT free where the adviser has provided you with full advice services up to that point, including all relevant documentation.

The adviser fee made for an ongoing service is also VAT free provided it is in respect of an intermediation service. This means activities such as topping up an investment or utilising available investment tax allowances, such as the ISA allowance. In the event that the advice services we provide become ancillary to our intermediation services, VAT may become chargeable (e.g. we review your entire financial circumstances but make no or limited recommendations).

Should this change in the future, and where VAT becomes due, we will notify you before conducting any further work. In any case, where VAT is payable on our services it will be charged in addition to the agreed fee.

However, where a Discretionary Fund Manager (DFM) forms part of a solution, then VAT may become chargeable.

## **Declaration of Other Interests**

Quilter Financial Planning has a number of payment arrangements with various product providers to facilitate adviser learning and enhance the outcomes for our customers. Further details are available on request.

To ensure that customer interests are always put first, we operate a robust Conflict of Interest and Inducements Policy. If a potential conflict of interest does arise it will be actively managed, and we have arrangements in place to ensure that all our clients are treated fairly. If we feel that our interests conflict with yours, you will be contacted and we will obtain your consent to proceed. Our conflict of interest policy is available on request.

Old Mutual Wealth Holdings Limited is part of the Quilter Group. The Quilter Group of companies offers a range of pension, protection and investment solutions through both a UK and International platform. This may give rise to a potential conflict of interest where a company within Quilter Group has a suitable solution for your needs. If such a situation occurs I will ensure that my recommendation is the best execution of your needs. I will also highlight the potential conflict of interest at the time of making the recommendation.

## **Our Loans and Ownership**

Quilter Financial Planning Limited owns 100% of the share capital of Quilter Financial Services Limited. Old Mutual Wealth Holdings Limited owns 100% of the share capital of Quilter Financial Planning Limited.

Old Mutual Wealth Holdings Limited is part of the Quilter Group. The Quilter Group of companies offers a range of pension, protection and investment solutions through both a UK and International

platform. This may give rise to a potential conflict of interest where a company within Quilter Group has a suitable solution for your needs. If such a situation occurs I will ensure that my recommendation is the best execution of your needs. I will also highlight the potential conflict of interest at the time of making the recommendation.

### **Addressing Financial Crime**

All transactions relating to the services provided by us are covered by The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017. The FCA also requires that we have appropriate measures in place to prevent the furtherance of financial crime.

Our responsibilities include but are not limited to verifying the identity and address of our clients and any third party making payments on their behalf. If required you must supply proof of your identity in accordance of the above Regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft 'foot-print' on your credit records.

This foot-print is not visible to other financial service providers and does not affect your credit rating in anyway. In accordance with the Data Protection Act 1998 acceptance of these terms and conditions represents your permission for us to access this information.

### **Financial Services Compensation Scheme (FSCS) Current limits**

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. i.e. it differs for investments, insurance, mortgages and bank accounts.

- Insurance: Insurance advising and arranging is covered without any upper limit.
- Mortgages: Mortgage advising and arranging is covered up to a limit of £85,000.
- Investment: Most types of investment business are covered up to a limit of £85,000.
- Deposits: Bank Type Deposits are covered up to a limit of £85,000 per institution.
- Structured Deposits: Structured deposit advising and arranging is covered up to £85,000
- General Insurance : General insurance advising and arranging is covered up to 90% of the claim with no upper limit. Compulsory Insurance is covered without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

### **The Law that we operate under**

All of our agreements provided are governed and construed in accordance with the laws of England and Wales. In relation to any dispute, for your protection you agree to submit to the non-exclusive jurisdiction of the English courts.

### **The Data Protection Act 2018**

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 which incorporates all the requirements of the General Data Protection Regulation (GDPR) into UK legislation. Before collecting any data from you, you will be issued with a Privacy Notice Document and will be asked to sign to agree the collecting, storing and use of your Special Category Data.