



## **TERMS AND CONDITIONS**

### **I. AUTHORISATION STATEMENT**

IAS Financial Planning Ltd (IAS) is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768. Our FCA Number is: 610290.

### **II. CLIENT CLASSIFICATION**

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

### **III. OUR SERVICE**

Any advice or recommendation that we offer you will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider. IAS may provide but not limited to provide the following services:

- **Pension Services:**

IAS can provide advice on Pension schemes where IAS will select the most appropriate provider based on your financial objectives from a limited number of providers that IAS may have access to.

- **Investments:**

IAS provides advice relating to ISAs, Investments Bonds, and other tax efficient investment wrappers from a limited number of providers. IAS provides investment portfolio analysis and may from time to time provide advice on individual investments or funds that may be beneficial to you based on your financial objectives.

We may also, on occasion, advise on other financial products, which are not regulated by the FCA under the Financial Services and Markets Act 2000 and products where The Financial Services Compensation Scheme would not apply. For clarity it should be noted that whilst we may advise, we do not recommend products that are not regulated by the FCA. Our service in this instance is in assisting you in making sure you are making the correct decisions when it comes to unregulated products.

Under the terms of this agreement, we may, if appropriate, advise you on investments, which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

- **Discretionary investment management services**

Where we suggest using an external investment manager to select and manage a portfolio of funds, ETFs and shares within your investment account, pension, ISA, or investment bond, we offer this from a limited number of providers.

- **In relation to Model Portfolio Services**

We offer a restricted advice service limited to discretionary managed portfolio services provided by Quorum Capital Limited. Quorum are Discretionary Fund Managers, authorised and regulated by the FCA, registration 601037. We will, however, only make a recommendation when we know it is suitable for you. In cases or products where we are restricted in our advice, we will inform you before making any recommendation.

- **Non-investment Insurance:**

We offer non-investment protection products e.g., term assurance, income protection and critical illness from a range of insurers. Form Insurance products we are restricted to a small panel of providers. Details of our insurance panel can be found in the appendix to your Recommendation Report for this type of product.

- **Limited Advice**

You may request advice on specific areas of your financial planning, in which case we will gather only the information relevant to that matter. Please note that any advice provided will be based on the information you supply and that received from product providers, and we are unable to verify the accuracy or completeness of such information.

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We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

Full details of the products we recommend to you including, for example, where applicable, the minimum product term, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant Recommendation Report that you will receive before conclusion of any contract.

We will issue any documentation/recommendations and any other communication to you in English (unless agreed otherwise).

• **Ongoing Service Plan**

Our Ongoing Service Plan provides year-round financial planning oversight. This includes an Annual Review of your circumstances, objectives, risk profile, investment suitability and portfolio performance. The service also covers the implementation of investment adjustments, asset allocation analysis, pension and ISA administration, income-drawdown reviews, and general tax guidance. Access to your Adviser is available for consultations by telephone, virtual meeting, or in person where requested. In addition, the service includes administrative support, valuations, withdrawal arrangements. All services listed are included within the annual fee and would otherwise be chargeable on an ad hoc basis.

**IV. OUR FEES:**

We will always confirm the exact cost of our services before you decide to proceed.

Fees may be paid directly by invoice or, where applicable, via an adviser charge deducted from your investment or pension by the product provider.

We do not receive commission from investment or pension providers or platforms for any products we arrange.

For insurance, we may receive commission from the insurer, and for mortgages we may receive a procurement fee from the lender. Unless we agree otherwise with you, we will retain such payments for arranging your insurance or mortgage products.

**V. ONGOING SERVICE PLAN FEES**

**We charge an annual percentage-based fee for our Ongoing Service Plan, currently at 0.50% p.a. based on your assets under advice. Because this fee is calculated as a percentage of your investment, the amount you pay will vary with the value of your portfolio, increasing or decreasing accordingly. If you have previously agreed a lower/higher rate of fee with IAS, this will continue to apply unless a revised fee is agreed with you.**

Below is a list of services available to you.

Annual Review / On Request	Service	Included
Part of Annual Review	Review of Current Circumstances	✓
Part of Annual Review	Implementation of Investment Adjustment	✓
Part of Annual Review	Annual Risk Profile Analysis	✓
Part of Annual Review	Capacity of Loss analysis	✓
Part of Annual Review	Objectives Review	✓
Part of Annual Review	Investment Suitability	✓
Part of Annual Review	Annual Valuation / Performance Report	✓
Part of Annual Review	Where applicable - Increasing / amending Regular Contributions	✓

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Part of Annual Review	Annual Bed & ISA Administration (Existing Allocation Adjustment)	✓
Part of Annual Review	Asset Allocation Analysis	✓
Part of Annual Review	Where applicable - Pension Income Drawdown Variation	✓
Part of Annual Review	Where applicable - Annual Bed & ISA Administration (New Asset Allocation Adjustment)	✓
Part of Annual Review	Ongoing access to our support team via telephone / email	✓
On request	Telephone / Virtual / Face-To-Face meeting with your Adviser to discuss your Annual Review	✓
On request	Projections (Accumulation)	✓
On request	Projections (Decumulation)	✓
On request	Arranging regular withdrawals	✓
On request	Ongoing, unlimited access to your Adviser for consultations	✓
On request	Ad-hoc Valuation as required	✓
On Request	Additional lumpsum top-up free of charge	✓
On request	Estate planning	✓
On request	Retirement Cashflow forecast	✓
On request	Annual pension allowance calculations	✓
On request	Liaising with third-party professionals where multiple advisers are involved, such as legal counsel and tax advisers/accountants.	✓
On request	Additional Telephone / Virtual / Face-To-Face meeting with your Adviser	✓*

**UNLIMITED & FAIR USAGE POLICY**

*\*Unlimited is subject to our reasonable fair usage policy. All services included within your agreed service proposition are provided subject to fair use, which means they should be used in good faith and for genuine financial planning purposes. Where usage is materially disproportionate to that reasonably expected, we reserve the right to discuss this with you and, where necessary, agree an amended service arrangement.*

*We reserve the right to charge an additional fee for added work and update the list above, but we will notify you in advance of any such changes.*

- **Other benefits we may receive**  
Some of the firms whose products we recommend, provide us with access to training and software which allow us to offer you a better service.
- **Service Continuation and Termination**  
We expect clients to remain engaged for the effective provision of our services. If we are unable to contact you or receive necessary instructions from you over an extended period, we will take reasonable steps to re-establish contact with you. If we are still unable to contact you then we will have to introduce a withdrawal of our services on an annual basis that will result in a limitation, suspension, and finally, if we cannot contact you for three years, termination of those services. Any account you had open or opened during the provision of our services will remain open unless otherwise agreed. We will provide written notice before any suspension or termination of services takes place.
- **Termination of our services (On-going Advice)**  
Your fee agreement can be cancelled at any time by giving one month’s written notice delivered to IAS Financial Planning, Rosedale Studios, Rosedale Road, Richmond, TW9 2SX. Where you hold assets within an investment product/online platform, you need to be aware that there

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will be terms and conditions applicable, which means you may need to instruct the provider directly and arrange for the removal of assets from their platform or product or appoint another adviser who will be able to access your assets and provide further advice to you.

- **Accounting to You**

We will arrange for all your investments or contracts to be registered in your name unless you instruct us otherwise in writing. You have the right to request copies of contract notes and relevant entries in our records for transactions carried out on your behalf. When responding to such requests, we reserve the right to provide copies rather than access to the original documents.

- **Payment**

It is our policy to arrange for the Implementation Fee on regular premium investment to be deducted from the total amount collected by the product provider. We will agree this amount and ask you to confirm this, in our Client Agreement. Alternatively, we may ask for a separate cheque, payable to our firm, dependent on the premium value considered.

## VI. PRE-AGREED FIXED PRICE WORK

**Where you are not on an Ongoing Service Plan, or where the service required is not included within your plan, a one-off fee will be applied to cover the work involved as detailed below.**

- **Initial discussions, financial planning meetings & proposals**

Our initial conversations — including a more detailed financial planning meeting — are designed to help you understand the value we can provide and the specific work involved in creating your financial plan. There is no charge for these meetings, as we believe you should have a complete and detailed proposal before deciding whether to proceed.

If you choose to move forward, we charge a fixed fee to finalise your plan, prepare your recommendation report, and implement the agreed actions, followed by an annual fee for ongoing advice and service. The fees you pay will depend on the level of service you require. We structure them in stages to give you flexibility and ensure you only continue when you're comfortable to do so.

- **Research & recommendations**

We charge an hourly fee for the research, analysis, preparation, and presentation of our recommendations. At this stage, there is no obligation for you to proceed with implementing those recommendations and we will agree on the next steps based on what is most appropriate for you.

If you choose to proceed with our recommendations, this fee can typically be paid during the implementation stage from your financial product, where applicable.

- **One-off fees**

Any one-off fees are determined by the time required to deliver the relevant services and the level of professional-indemnity risk associated with the work undertaken. For example:

- Information Gathering
- Analysis
- Reviewing Information and Directing Advice
- Drafting Recommendation Report
- Finalising Recommendation Report
- Advice Presentation in Person Meeting (including travel)
- Implementation and product setup

Although the exact costs will depend on the services you require, the table below provides a guide to our fees for advising on and arranging investments, pensions, and annuities on your behalf.



For lump sum investments we charge: %	£
3% of the amount invested up to £100,000 with a minimum of £500 2% of the amount invested over £100,000	For example (in cash terms) this equates to: £50,000 invested has a charge of £1,500. £150,000 invested has a charge of £3,000.
For regular investments we charge a maximum of 25% of the first year's annual premium (For example. A £100 pm pension has a maximum initial fee of £300).	
<b>The actual fee charged could be lower/higher than this depending on the complexity of the case and we will agree the actual amount before any investment is made.</b>	

• **Hourly Charges:**

Alternatively, you may choose to pay us on an hourly basis. The fee will depend on the level of staff involved, and we will confirm the expected costs in advance in a term of engagement letter.

Staff Level	Hourly Rate
Financial Adviser	£350.00
Paraplanner	£150.00
Administrator	£100.00

Example:

**Transfer of a £150,000 single investment policy to an alternative arrangement:**

Nature of Work	Completed by	Hours	Cost
Client information gathering and fact find	Financial Adviser	1	£350
Information Gathering from product providers	Paraplanner	2	£300
Analysis	Paraplanner	3	£450
Reviewing Information, follow on discussions with client and Directing Advice	Financial Adviser	1.5	£525
Drafting Recommendation Report	Paraplanner	4	£600
Finalising Recommendation Report	Financial Adviser	1.5	£525
Advice Presentation in Person Meeting (including travel)	Financial Adviser	2	£700
Implementation and Product Setup	Administrator	1	£100
			<b>£3,550</b>

More complex arrangements, such as those that involve multiple policies, will require more hours of work and will therefore result in a greater cost.

**VII. OTHER FEES AND COMMISSIONS**

• **Indemnity Commission**

If a non-investment insurance policy is cancelled and the provider requires us to repay the commission they originally paid, we reserve the right to charge you a reasonable fee to cover this cost. The amount and duration of any commission repayment vary by product and provider, and in some cases may be up to 100% of the commission for a period of up to 48 months. Where relevant, we will confirm the exact amounts and timeframes in your Recommendation Report. This clause does not affect your statutory rights or your right to cancel within the cooling-off period

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- **Regular premium investment**

In some circumstances, we may agree a fee that applies to all regular premiums. However, it is always our policy to provide you with a separate quotation for any work involving regular-premium investments (excluding phased investments).

**VIII. DISCLOSURE OF CHARGES AND FEES**

All charges and fees will be fully disclosed to you. These will be disclosed in summary form before we undertake any chargeable work for you. The precise charges relating to any recommendation we make will be confirmed in your Recommendation Report or relevant product disclosure information that is provided to you.

**IX. CONFLICTS OF INTEREST**

Please note that IAS and Quorum Capital Limited (Quorum) are both wholly owned by AWI Services Ltd (AWI). For clients requiring discretionary model portfolio services, IAS is restricted to using portfolios managed by Quorum. As a result, AWI may benefit financially if you use Quorum's services. Any recommendation IAS provides will be fully supported by a documented benefit-and-cost analysis, which will be clearly presented to you before any business is transacted.

**X. DATA PROTECTION AND PRIVACY POLICY**

**a. The purpose of this Notice**

As part of our arrangement with you, IAS ("we", or "us", or "our") has certain obligations under data protection laws, including the UK General Data Protection Regulation (the "UK GDPR") and the Data Protection Act 2018 (the "Act") (collectively the "Data Privacy Laws") to notify individuals how we will process any personal data we collect about them. This Notice will inform you of what personal information we collect, how that information is used, where it is transferred, and how you may view and amend such information. You may be assured that we will treat all 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.

**b. What type of personal data will be processed?**

We collect and process various personal data about you for the purposes of providing advice, administration and management services as explained in more detail below. "Processing" is defined in the Data Privacy Laws and may include obtaining, recording or holding information. "Personal data" refers to information which can identify you as a living individual, including where used in conjunction with other information. Common examples of personal data which may be collected and used by us in our day-to-day business activities include name, date of birth, gender, ethnicity, marital status, address, telephone number and other contact details (including email addresses), job title, and bank account and other financial details.

Depending upon the types of products and services you require, the information collected and processed may also contain "special category data" as defined under the Data Privacy Laws. This includes information held by us as relating to:

- your physical or mental health or condition;
- the commission or alleged commission of any offence by you;
- any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings;
- sexual preferences;
- in limited circumstances, your membership of a Trade Union;
- your political opinions, religious or similar beliefs

There are further protections in relation to Criminal Offence data which can be found at <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/lawful-basis/a-guide-to-lawful-basis/criminal-offence-data/>.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together "Criminal Disclosures"). This relates to insurance related activities such as underwriting, claims and fraud management.

We will use special category data and any Criminal Disclosures in the same way as Your Personal Data generally, as set out in this Privacy Notice. In order to process your special category data however, we do require explicit consent.

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Any information which we receive fairly and lawfully relating to one of the above categories constitutes special category data. Examples of likely items which may contain special category data (although this is not an exhaustive list) are life insurance questionnaires, medical reports and SSP self- certification forms.

Please note that as with personal data, you have freedom of choice regarding whether to provide us special category data. In addition to your right to request that we stop processing your personal or special category data at any time, you may also choose not to provide such information to us at all.

You should however note that if you exercise this right or subsequently request that we stop processing all or part of your personal data or special category data, this may affect our ability to provide certain types of product and services and may ultimately result in us being unable to provide them to you at all.

**c. How will my personal data be collected and used?**

We collect personal data from you to the extent necessary to provide advice, administrative and management services and, where applicable to carry out related marketing activities (subject to your preference and applicable data protection laws). Data may be collected through documents you complete, in meetings, by telephone, or through other communications with you.

**d. We may process your personal data and special category data for the following reasons:**

- The administration, management, and provision of advice in relation to financial services products;
- Our legitimate business processes and activities including internal audit, accounting, business planning and proposed and actual transactions (including joint ventures and disposals of business); and
- Compliance with legal (including dealing with claims), regulatory and good governance obligations;

This list is not exhaustive and may be updated from time to time as business needs and legal requirements dictate. Some of the personal data that we maintain will be kept in paper files, while other personal data will be held in electronic or cloud-based systems.

**e. For how long will we keep your personal data?**

We will retain your personal data for as long as necessary to fulfil our legal, regulatory, and business obligations. In general, this means we will retain records for at least six years from the date of your last transaction or interaction with us. Some data may be retained for a longer period where required by law or regulation. Once no longer needed, your personal data will be securely deleted or anonymized.

**f. Who might my personal data be shared with?**

We may share your personal data only as necessary to fulfil the purposes outlined in this document. This includes sharing with:

- Responsible personnel within our organisation, such as management, human resources, accounting, audit, compliance, information technology, and other corporate staff who require access to fulfil their duties.
- Group companies, including our parent company, subsidiaries, and affiliates, for operational, regulatory, and service enhancement purposes.
- Third-party service providers who assist us with essential functions, such as regulatory support, IT infrastructure, professional advisory services, and other necessary business operations.
- Government authorities, regulators, and law enforcement agencies where required by law for tax, compliance, or other legal obligations.
- External parties as required by legislation, legal proceedings, or at your request where you have authorised us to share your personal data.

We will not sell your personal data to any third party.

Where we provide services to individuals who are part of a couple or family group, we treat each individual's personal data independently in accordance with Data Privacy Laws. We will not share one individual's personal data with another person (including a spouse, partner, or family member) without a lawful basis or your explicit consent. If you wish for us to share or discuss your data with a family member, you must notify us and provide appropriate authorisation.

**g. Cloud-based data storage**

Personal data shall not be transferred to a country or territory outside the United Kingdom or European Economic Area unless that country or territory ensures an adequate level of protection for your rights and freedoms in line with the Data Privacy Laws. Where required, we will put appropriate safeguards in place such as standard contractual clauses approved by the ICO.

**h. Direct marketing**

We may wish to provide you with information about new products, services, promotions, and other information in which we think you may be interested. Where you have given your consent to receive direct marketing, we may send you such information by postal mail, fax and telephone.

If you purchase a product from us, we may retain your contact details for administrative purposes. If you no longer want your information used for direct marketing purposes, you can withdraw your consent at any time by contacting us by e-mail or by telephone on 020 8434 3559.

**i. E-mail marketing**

We would also like to provide you with the above information by e-mail. If you are a customer or you have previously asked us for information on our products, and you have given your consent to receive such communications:

1. We may contact you regarding your purchase or other matters regarding transactions between us, or your customer relationship with us;
2. We may also use your e-mail address to send you information about our products and services that we think may be of interest to you.

A consent tick box is provided in our Client Agreement for you to indicate your preference to receive e-mail marketing. If you decide at any time that you no longer wish to receive marketing e-mails from us, you can withdraw your consent by contacting us by e-mail or by telephone on 020 8434 3559.

**j. Your rights**

Your enhanced rights under the GDPR include:

- The right of access – we will provide a copy of your personal data within one calendar month of requests. Requests can be made in writing, by phone or by email. We will not charge a fee for this unless we think your request is unfounded, excessive or repetitive; in which case we will inform you before proceeding with your request.
- The right to rectification – you may ask us to rectify any of your personal data which you believe is inaccurate or incomplete. We will respond within one month (this can be extended by two months where the request for rectification is complex). Requests can be made in writing, by phone or by email.
- The right to erasure – you have the right to request ‘to be forgotten’, i.e. for us to delete all records of your personal data. We will comply with your request, unless we have a legal obligation to continue to hold your personal data (in which case we will inform you of the reason why we cannot delete the data).
- The right to request a transfer of personal data – you can ask us to provide you with your personal data to another data controller in a recognised format.
- Please note; the Legal and Regulatory obligation can, in some circumstances, limit the amount of personal or special category data that can be removed from our records.

If you have any concerns or complaints as to how we have handled Your Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <https://ico.org.uk/global/contact-us/> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

**k. How to contact us**

If you have any questions or comments about this document, or wish to contact us in order to exercise any of your rights or notify us a concern or complaint, please contact us on 020 8434 3559 or [iasifa@btconnect.com](mailto:iasifa@btconnect.com), or write to IAS Financial Planning Ltd, Rosedale Studios, Rosedale Road, Richmond, TW9 2SX.

If we feel we have a legal right not to deal with your request, or to action it in different way to how you have requested, we will inform you accordingly.

**I. Compensation Arrangements**

You may be protected by the Financial Services Compensation Scheme (FSCS). If the relevant organisation is unable to meet its obligations, you could be entitled to compensation. The level of protection depends on the type of business involved and the specific circumstances of your claim.

Most types of investment business are covered for up to £85,000, per person, per investment provider. Most types of pension with a provider are covered for 100% with no upper limit, however for a SIPP operator or in relation to pension advice, this is limited to £85,000 (per eligible person, per firm). Insurance advising and arranging is covered for 90% to 100% of the claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS; please see the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

**XI. CALL RECORDING AND COMMUNICATIONS**

To ensure we meet our regulatory obligations and maintain the highest standards of service, we may record and monitor telephone conversations and other forms of electronic communications (including video calls, emails, and instant messages) with you. These recordings may be used for the purposes of:

- Meeting regulatory and legal requirements (e.g. FCA rules),
- Monitoring and improving our services,
- Record-keeping, and
- Providing evidence in the event of a dispute.

By agreeing to these Terms and Conditions, you acknowledge and consent to such recordings and understand that they may be retained for up to **five (5) years**, or longer if required by applicable laws or regulations.

If you have any questions about our communications policy, please contact us.

**XII. YOUR RESPONSIBILITY**

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives. We will only carry out a full review of your financial circumstances if advising on investments. This will require us to conduct analysis to determine your risk and investment objectives for the capital to be invested. For this we will rely on the accuracy and completeness of the information that you provide to us as part of our fact find process. It is important to understand that if inaccurate or incomplete information is provided, then our advice may be different than if you had provided us with accurate and complete information.

**XIII. INSTRUCTIONS**

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are subsequently confirmed in writing.

**XIV. CLIENT MONEY**

IAS is not permitted to handle cash and we cannot accept a cheque made out to us unless it is in respect of an item for which we have sent you an invoice.

**XV. VAT**

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

**XVI. OUR ETHICAL POLICY**

We are committed to providing the highest standard of financial advice and service possible. To achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon;
- Seek your views and perception of our dealings with you
- to ensure it meets your expectations or to identify any improvements required.

**XVII. RISK WARNINGS**

Please be aware that investments can fall as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past

performance is not necessarily a guide to future performance. Specific warnings relevant to the investments or investment strategies that we recommend will be confirmed in your Recommendation Report.

Under the terms of this agreement, we may if appropriate advise you on investments that are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

For insurance products, your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made. Please be aware that IAS is not a specialist tax advisor. Any advice, recommendation or information given regarding taxation would be based on current taxation guidelines and regulations which are subject to change. As such, we cannot be held liable if said guidelines and regulations change and render any advice, recommendation or information given of no use. We would recommend that you speak to a qualified accountant before making any changes that may impact your tax status or liability.

**XVIII. MATERIAL INTEREST**

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

**XIX. CANCELLATION RIGHTS**

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30-day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies. For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium contract, you may be required to pay for any loss you might 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.

**XX. ORDER EXECUTION POLICY**

FCA rules require us to give you these details on our Best Execution Policy and we shall consider that you have consented to this Policy unless you object. We will notify you of any material changes to our order execution arrangements or execution policy.

If you provide us with specific instructions regarding an order we will act in accordance with these instructions. Please note this may prevent us from taking the steps set out in this Policy to obtain the best possible result in respect of the elements covered by those instructions.

**Our Policy**

The general rule is that we must take all reasonable steps to obtain, when executing orders, the best possible result for clients. In order of priority we consider price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of an order when placing an order. We will only override the price and cost factors mentioned if this is likely to be in your interests. In practice this means that we will place agreed orders with the agreed provider as soon as possible.

In addition, we will also take into consideration;

- Your client categorisation and how this affects you
- The nature and characteristics of your transaction
- Where your transaction can be directed and
- Any specific instructions you give us, whether received on an individual basis or as a general instruction to be applied all your transactions

It must be taken into account, that the speed with which an order is completed, whether that be an individual trade, an in-specie transfer, or a pension switch transfer, will be dependent upon the instrument being traded. Certain instruments may prove to be less liquid than others, and more difficult to transfer. This is of particular relevance during in specie transfers and pension switch transfers, and it must be understood that although IAS will endeavour to have transactions completed as soon as is possible by the necessary providers, any delays that may occur during



such processes would not be down to any action or inaction by IAS, and therefore IAS would not be liable for any potential loss of profit that may occur due to funds being held in cash or between platforms for an extended period of time.

**Where we place your business**

The specific providers will always be described in our letters and Recommendation Report to you. When you complete your application, or we receive your instruction to invest this will be considered as express consent to undertake the order.

**Orders will be placed with:**

- Fund managers, Insurers, WRAP providers and other product providers including firms regulated by the Financial Conduct Authority or other relevant regulatory bodies.
- For transactions outside of a regulated market, such as specialist unregulated investments, we will endeavour to use companies who have proved reliable in the past.

**XXI. ANTI MONEY LAUNDERING**

We may be required 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.