



The Independent Life & Pensions Group Ltd

3 Adelaide House, Corbygate Business Park, Priors Haw Road, Corby, Northants, NN17 5JG

Tel: 01536 443200 Email: [hello@ilpg.co.uk](mailto:hello@ilpg.co.uk) Fax: 01536 400550 Web: [www.ilpg.co.uk](http://www.ilpg.co.uk)

## Our Client Agreement and Statement of Services and Remuneration – Mortgage Advice

### Our Services:

We offer the following services to our clients:-

**Wealth Management**

**Investment and Regular Savings (including planning for your retirement)**

**Protection and General Insurance**

**Mortgages**

These activities are regulated by the Financial Conduct Authority (FCA).

In addition, we offer the following areas of financial planning:-

**Tax Planning Service**

These activities are not regulated by the FCA.

When we meet with you, we will explain how we work on your behalf. This will include discussing your current situation, your financial and personal objectives and obtaining relevant information from you to enable us to make a recommendation that meets your objectives. We will also discuss with you the options for payment.

Our firm is regulated by the FCA. Please feel free to check the FCA Register, at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by telephoning 0800 1116768 - our FCA number is 223377.

### Independence:

We are not limited in the range of mortgages we will consider for you. This includes deals that you can only obtain by going direct to a lender.

We will discuss your requirements with you, and undertake research to provide a suitable solution which will meet your needs.

### Booklet Contents

**Section 1 - Client Agreement**

**Section 2 – Privacy Notice**

**Section 3 – Key Facts about our Mortgage Services**

# Section 1 - Client Agreement

## Commencement date

This Client Agreement comes into effect on the date you receive it from us.

## How we act for you

We prefer our clients to give us instructions in writing to avoid possible disputes. We will, however, accept oral instructions provided they are subsequently confirmed in writing. Any advice we give you will normally be in writing, but if given orally will be recorded on your file.

Where any recommendation we make, or transaction we undertake for you, results in a right to cancel the policy under certain conditions, we will advise you of these rights. We will also tell you if you do not have a right to cancel the arrangement.

Occasions can arise where we, or one of our other customers, will have some form of interest in business which 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 and obtain your consent before we carry out your instructions.

## Client categorisation

In all your dealings with us you will be treated as a Retail Client. This is a regulatory description and effectively means that you are a private individual, as opposed to a professional investor or large institution.

## Investment risk

All investments carry a degree of financial risk which will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are content to accept that level of risk.

## Investment and Wealth Management

When we arrange investments for you we will register these in your name, unless otherwise agreed in writing. Additionally, we will ensure you have access to a contract note, documents of title or certificates evidencing title. All such documentation provided by us will be posted, sent by other durable medium or be available to view online in a secure environment. Any physical documents will be sent as soon as possible after we receive them. Where a number of documents relating to a series of transactions are involved, the documents will normally be retained until the series is completed. You may also receive these documents direct from the provider in some circumstances.

Many providers automatically rebalance investment portfolios on a regular basis to ensure the asset allocation remains consistent in the longer term and risk remains in line with the agreed strategy. In-house, risk graded model portfolios recommended by us that utilise the ILPG Wealth Management service will be automatically re-balanced on a 6 monthly basis. The specific dates of the re-balance are the first working day of May and November each year. What this means is that, regardless of market activity, your portfolio will automatically be re-balanced back to the asset allocation suggested by your risk grading. We will not specifically notify you of this each time however changes will be reflected on your regular investment statements.

## We do not handle client monies

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

## Contact

The level of service you will receive from us in the future will depend on the service level agreed and confirmed by you. You may move to another level of service provided by us at any time, subject to any adviser charges outstanding at that time being paid prior to such a move. In the event of on-going adviser charges not being paid by you, you will revert to being classed as a transactional client. We like to keep our customers informed of products and services we offer which may be of interest to them. Therefore, from time to time, we may forward marketing material to you, or contact you by telephone. However, we will agree your contact preferences with you before using your data.

## 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 made in writing or by email with a minimum of 30 days' notice. Any business being transacted at that time will be completed, unless we receive your instructions to the contrary. Any adviser charges outstanding at the date of termination will be due within two weeks of the termination date.

## Law

This Client Agreement is governed and shall be construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts.

## Section 2 – Privacy Notice



### **DATA PROTECTION ACT 1998 AND THE GENERAL DATA PROTECTION REGULATION 2018 (GDPR) - USE OF YOUR PERSONAL INFORMATION**

As you may be aware, the UK is one of the most highly regulated financial centres in the world. This legislation has been enacted 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 engaged by you, we will collect data during our initial and other meetings with you about you and your family. We will also be collecting data about you and your family from other persons if relevant (for example, your accountant or solicitor). We collect the data through note-taking and filling in of questionnaires about you and your family's circumstances.

We may make checks with credit rating agencies to authenticate and verify your identity and credit status. We may also make checks with Institutions with whom you have policies of insurance and investments and with your mortgage provider. These checks are to help us with our obligations at law and generally to ensure that we provide you with advice that is suitable for your circumstances. The scope and extent of the gathering of information from third parties depends on what type of service you are taking from us.

#### **How is your information used?**

Primarily, we use your data and data about your family's circumstances 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. We have a duty to "Know your Customer" under financial services regulation, and advice is impacted by many different aspects, such as employment situation, taxation, and so on.

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. Usually, this would be referrals to local accountants, solicitors, tax advisers and sometimes to specialist advisers in the financial and insurance industry where you may benefit from the expertise of such third parties. 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 will retain your data according to the statutory requirements for regulated products. For instance, 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 be required to share your data with our regulator, the FCA, and other third parties including our auditors. Your data may also be reviewed by a third party for compliance purposes.

Your data is held in our offices in computer-based and paper-based filing systems, and this may include tablets and smartphones. We do not store data outside of the EU, but it is possible that investment houses or insurance firms may do so. In that case, you may wish to ask for their Privacy Notice.

## **Lawful basis**

Under GDPR, we must establish a lawful basis by which we collate information: in our case we could use either “legitimate interests” (i.e. Know Your Customer) or “consent”. Consent provides clients with the most control under GDPR, meaning that if a client decides they no longer wish us to process their data, they can withdraw their consent. As a customer-centric firm we believe this to be the fairest way to deal with our clients and their data.

## **Our products and services**

We have a wide portfolio of financial (which could include mortgages) and insurance products available to us. We believe these are some of the best and most appropriate in the marketplace. We would also like to be able to contact you so that we can further advise you of developments of new products that might be suited to you. We also might advise you of legal developments that might make it appropriate for us, or for third parties, to give you pro-active advice about the investments, insurance and other financial products of which we are aware. We stress that your information would only be used in this way to help us to provide a pro-active service to you. As we all know, time is precious and none of us want to be bombarded with information that is simply not relevant or which we do not require.

There may be times when we feel that a service or product may be of interest to you. In order to make you aware of these services or products, we may wish to contact you so that you can make informed choices about your finances.

We will not share your data with any organisation other than in the course of carrying out our primary job, that of providing suitable financial advice.

We provide a list of possible communication methods at the end of this notice, and you are invited to indicate which methods are acceptable to you. You may change your preferences at any time by contacting us.

## **Your right to a copy of your personal data**

Under GDPR you have a right to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact the Data Protection Officer at our usual address. Any information that is found to be incorrect or incomplete will be amended promptly. If we have shared that (previously) incorrect data with a third party, we will notify that third party also.

## **Our Data Protection Officer**

We have appointed Joe Hill as our Data Protection Officer. He will have responsibility for ensuring on-going compliance with the regulations, regular review of our processes, and sharing up-dates on best practice and training for all our staff.

## **Breaches**

If we become aware that your data has in any way been compromised, we will notify the Information Commissioner’s Office within 72 hours. If the breach is high risk – such that you might suffer a monetary loss for example – we will also notify you of the breach, and what steps are being taken to minimise the impact of the breach.

Thank you for taking the time to read this notice: we confirm that we are at all times committed to making sure that, as you are a customer of a company authorised directly by the FCA, you receive the best service and products available in the marketplace.

# Key Messages about our Mortgage Services

The Independent Life & Pensions Group Ltd  
3 Adelaide House, Corbygate Business Park,  
Priors Haw Road, Corby, Northants, NN17 5JG  
Tel 01536 443200 Email hello@ilpg.co.uk



Independent Life & Pensions Group

## 1. The FCA

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

## 2. Description of the range of products we offer

We are not limited in the range of mortgages we will consider for you. This includes deals that you can only obtain by going direct to a lender.

We will discuss your requirements with you, and undertake research to provide a suitable solution which will meet your needs.

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

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | No Fee   |
| <input type="checkbox"/> | A fee of £100 payable at outset and the balance of our fee payable on completion of your loan. The total fee charged is a maximum of 0.5% of your loan. For example – a mortgage arranged for £100,000 will result in an initial fee of £100 and a balance of £400 when your mortgage is completed.<br>The minimum fee charged is £400 and we will refund to you any commission we receive from the mortgage lender. |
| <input type="checkbox"/> | <b>OR</b><br>A Fixed of £  |
| <input type="checkbox"/> | <b>OR</b><br>A combination of fee and commission.  |

We will provide you with an illustration when considering a particular mortgage, which will tell you about any fees relating to it.

### Refund of fees

If we charge you a fee and your mortgage does not go ahead, you will receive:

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | A full refund                                 |
| <input type="checkbox"/> | A refund of £100 if your mortgage is declined |
| <input type="checkbox"/> | No refund in any other circumstances          |

#### 4. Who regulates us?

The Independent Life & Pensions Group Ltd is authorised and regulated by the FCA. Our FCA Register number is 223377.

Our permitted business is advising and arranging Life Assurance, Pensions, Investments, Mortgages and General Insurance business.

You can check this on the FCA Register by visiting the FCA's website [www.FCA.gov.uk/register](http://www.FCA.gov.uk/register) or by contacting the FCA on 0800 111 6768.

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

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

**In writing:** Write to: The Compliance Officer, The Independent Life & Pensions Group Ltd, 3 Adelaide House, Corbygate Business Park, Priors Haw Road, Corby, Northants, NN17 5JG

**By phone:** Telephone: 01536 443200

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.