

Terms Of Business

Our Firm

Pulse Independent Insurance and Financial Advisers is a trading name of R.J. Hurst & Partners Ltd., which is authorised and regulated by the Financial Services Authority. Our FSA registration number is 116306, and you can check this on the FSA's Register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

We advise on and arrange life assurance and other protection policies, pensions and investments in authorised unit trusts and investment trusts, individual savings accounts, PEP transfers and other regulated schemes.

These Terms of Business must be read in conjunction with any fee or service agreement issued to you by Pulse Independent I.F.A.

Independent Status

We offer independent advice, but occasions can arise where we will have some form of interest in business which we are transacting for you. If this happens, we will write to you with details of our interest before we carry out your instructions.

Our dealings with you

We require our clients to give us instructions in writing, to avoid possible disputes. We will, however, accept oral or electronic instructions, provided they are subsequently confirmed in writing. Any advice we give you will normally be in writing. There are certain risks associated with e-mail communications, and as a result we cannot accept any responsibility for any changes made to such communications after their dispatch. Whilst we will treat e-mail with the same priority as communications sent by post or fax, there may be delays in receiving e-mails over which the addressees have no control. It is the responsibility of the recipient to carry out a virus check on any attachments received.

Reviews

When we have arranged any investments for which you have given us instructions we will not automatically give you any further advice unless you request it, but will be glad to advise you at any time you ask us to do so. We may review our records of your investments and policies from time to time, and contact you to suggest that we arrange a review meeting. We like to keep our clients informed of products and services we offer which may be of interest to them, so we may forward marketing material to you, although you can ask for this to be stopped at any time.

Termination

These Terms of Business come into effect from the date of receipt. 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.

Records and Data Protection

You or your appointed agent may inspect contract notes, vouchers and entries in our books (whether kept manually or electronically) which relate solely to your investments. As we treat all our clients' records as confidential, we reserve the right to give you copies of your records if to do otherwise would be to allow access to files containing records about other clients. We keep records of all our business transactions for at least six years.

During the course of acting on your behalf, we may obtain, use, process and disclose personal data about you. Under data protection legislation you have a right of access to the personal data we hold about you.

Remuneration

We derive income from commission paid to us by the product providers. We shall tell you the amount of commission payable to us on any investment contract, and on certain insurance contracts. If we receive commission or other form of benefit from the issuer of a security or from another intermediary, we will inform you, but we will not tell you its amount unless you ask us to do so. We do not normally charge fees but may do so if the work we do for you does not relate to investments on which commission is payable, or you instruct us to give you advice on this basis. Where we propose to charge a fee, we will notify you in writing before we carry out any chargeable work, explaining how it will be calculated.

If you subsequently cease to pay premiums or contributions on the policy or plan, and in consequence we are obliged to refund commission or part thereof, we reserve the right to charge you a fee based on the number of hours spent in advising you and arranging the plan or in rectifying any resultant problem or cost incurred. We will not charge you any fee if you exercise your right to cancel the policy or plan in accordance with the cancellation notice sent to you by the insurance company or operator. The hourly rate for such fees are specified in our published fee sheet and are available at any time on request. We reserve the right to alter rates at our discretion and you will be advised of any such change immediately.

We also reserve the right to seek compensation from you in the event that you make any arrangements directly with a product provider which formed part of any recommendations made by us in writing.

Client Money

We never handle cash or accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you a bill). Any such cheques received by us will be returned by ordinary post to your last known address.

Investment registration

We will make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you. If any transaction we undertake for you provides cancellation rights, we will advise you of these rights. We will also advise you if you do not have the right to cancel the arrangement.

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 shares) may itself fall in value along with the 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 happy to accept that level of risk.

Duty of disclosure

Any insurance is based upon the information provided to the product provider, so you must ensure that all such information is complete and accurate, and that any facts that may influence the insurer's decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover, and could mean that part or all of your claim may not be paid.

UK money laundering regulations

We are obliged to conform with the UK Money Laundering Regulations Act 2003, which require us to verify the identity and address of each investor. We may also request that you confirm how any monies to be invested were obtained/accumulated. This process may require sight of certain documentation. If you provide false or inaccurate information, and we suspect fraud or money laundering, we will record this and notify the appropriate authorities. We take no responsibility for any delay in investing where money laundering verification is outstanding.

Jurisdiction

These Terms of Business are governed by and should be construed in accordance with English Law, and in the event of any dispute, the parties shall submit to the exclusive jurisdiction of the English Courts.

Complaints

If you should have any complaint about the advice you receive or a product you have bought, please write to the Compliance Officer at Pulse Independent I.F.A., 147 Connaught Avenue, Frinton on Sea, Essex CO13 9RA. If you remain unsatisfied following our investigation of your complaint, you may refer your complaint to the Financial Ombudsman Service, who can be contacted on 0845 080 1800.