

Terms Of Business

Our Terms of Business

Here, we set out our standard Internet Terms of Business. They explain the main aspects of the way we work, how they affect you and are purely for your information. These Internet Terms of Business apply to investments we arrange for you via the Site. Any (current or subsequent) dealings with Pulse Independent I.F.A. will be conducted with a different 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 are Independent, and thus offer contracts on a 'whole of market' basis, 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 (Financial Services)

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.

Client Money (General Business)

The FSA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer

- Any premium money it has received from you to the insurer, or
- Any claims or return premium monies that it has received from the insurer to you

We are governed by strict rules pertaining to Client Money, set down by the FSA. Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us.

Client Money (as an agent of an insurer)

We act as agents for the Insurer for the collection of premiums and payment of claims and refunds of premiums. This means that premiums are treated as being received by the Insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

Client Money (Statutory Trust)

We will hold client money separate from our own money with an approved bank, segregated in a client bank account designated as subject to a Statutory Trust. We act as Trustees of our clients' monies and must meet certain legal and regulatory conditions.

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. On occasion we will endeavour to obtain the appropriate verification electronically, unless you advise us that you have any objections to this.

Confidentiality

It may be necessary for external professional advisers to inspect our records. We will not pass information relating to you to another party without your prior consent unless we are legally obliged to do so.

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

We take every care to provide the highest standards of service. However, in the unlikely event of a complaint, this should be addressed to the Manager (see address below). An efficient internal complaints procedure exists and the client's best interests are considered at all times. If you are still not satisfied, you then have the right to forward any complaint to the Financial Services Ombudsman who can be contacted on 0845 0801800.

The Manager
Pulse Independent I.F.A.
147 Connaught Avenue
Frinton on Sea
Essex
CO13 9RA

email: stuart.smith@pulseind.co.uk

Website Use

This is a UK website and as such the offers detailed are only available to UK residents living in the UK.

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