

Services and Costs Disclosure Document



Elm Tree Financial Services Ltd
2 Holes Lane
Woolston
Warrington
WA1 4LZ

Elm Tree Financial Services – Customer Promise

We will always treat you fairly. You can expect in all our dealings with you that we will:

- ✓ treat you as we ourselves would expect to be
- ✓ never take advantage of you
- ✓ be open and honest
- ✓ quickly put right any mistake that we make

1. The Financial Conduct Authority

The Financial Conduct Authority is the independent watchdog that regulates financial services. This document is designed by the Financial Conduct Authority to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it. Elm Tree Financial Service Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under number 511619. Elm Tree Financial Services Ltd (hereon referred to as 'the firm') You can check this on the FCA register by visiting the FCA website <http://www.fca.gov.uk/register> or by contacting the FCA at 25 the North Colonnade, Canary Wharf, London, E14 5HS or telephone 0800 111 6768

2. Which service will we provide you with?

<input checked="" type="checkbox"/>	Independent advice – We will advise and make a recommendation for you after comprehensive and fair analysis of the market.
<input type="checkbox"/>	Restricted advice – We will advise and make a recommendation for you after we have assessed your needs, but we only offer advice on limited types of products, or products from one company or a limited number of companies.
<input type="checkbox"/>	No advice – You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed

Insurance	
<input checked="" type="checkbox"/>	We will advise and make a recommendation for you after we have assessed your needs for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance.
<input type="checkbox"/>	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed
Mortgages	
<input checked="" type="checkbox"/>	We will advise and make a recommendation for you after we have assessed your needs.
<input type="checkbox"/>	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
3. Whose products do we offer	
Investment – please refer to section 2 of this document.	
Insurance	
<input checked="" type="checkbox"/>	We offer products from a range of insurers.
<input type="checkbox"/>	We only offer products from a limited number of insurers. Ask us for a list of the insurers we offer insurance from.
<input type="checkbox"/>	We can only offer products from a single insurer
Mortgages	
<input checked="" type="checkbox"/>	We offer mortgages from the whole market
<input type="checkbox"/>	We only offer mortgages from a limited number of lenders.
<input type="checkbox"/>	We only offer mortgages from a single lender
4. What will you have to pay us for our services?	
Investment	
<p>Payment for our services will be on the basis of an agreed Initial Adviser Charge. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we will be paid.</p> <p>A description of the options for making payment and for calculating initial advice and ongoing service charges is set out below. Advisers may not offer every client all options</p>	

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

Payment Options:

- **Provider Facilitated**

Following our advice, if you decide to invest through regular premiums, a lump sum or a transfer the initial advice charge can be taken from the payment(s) given to the Product Provider. An ongoing charge for service can also be taken from your investment. In some circumstances this may give rise to a capital gain and a possible tax liability which would be taken into account in our recommendations.

- **Paying Directly**

Alternatively, you may pay us directly by cheque or bank transfer.

In both cases, you will receive clear details on what the total charge is, the advice/services it relates to, how it has been calculated and when it is due to be paid. Please note, you will be under no obligation to implement any recommendations we make through this firm but an advice charge may still be levied for the work undertaken.

We charge for our services by way of an Adviser Charge at a percentage of the amount invested or this can be by a Fee invoiced at an hourly rate. The payment of this can either be facilitated through product charging or invoiced directly to you. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.

- **Pension and Investment Advice**

When paying by Adviser Charge our advice and services are chargeable (whether a product is put in place or not) at an amount or a rate agreed before we commence any work. Our fees may include VAT. Where this is the case you will be informed and invoiced accordingly. A description of the options for making payment is described above and for calculating initial advice and ongoing service charges is set out below. Advisers may not offer every client all options.

- **Initial Adviser Charge**

Our Adviser charge for any investment is, as follows:-

Investments on the first £150,000 3% - 5% fee is applicable

* For example £ 100,000 at 3% would be £3,000

*For example £ 50,000 at 4% would be £2,000

*For example £ 25,000 at 4% would be £1,000

Investments on £150,000 1% - 3% fee is applicable

Investments on the remaining balance 1% fee is applicable

- **Spreading the cost for monthly Investments**

Should you invest through regular premiums, our typical charges over 12 months are

- Up to 30% of the first £250 of monthly premiums

- Up to 20% of the next £500 of monthly premiums

- Up to 10% over £500 of monthly premiums

For Example: - a regular premium of £300 per month would equate to a maximum £1,020.

Minimum Adviser Charge for work being completed £400

Should any work be undertaken at an hourly rate we will charge an amount based on a separate invoice we have agreed. A detailed cost will be given to you before any work commences.

Our hourly rates are:

Diploma Financial Adviser	£190 per hour
Paraplanning Support	£100 per hour
Administration	£ 50 per hour

Based on our experience and the anticipated complexity of your circumstances we will estimate the cost for pieces of work in advance and not exceed this amount without your clear agreement.

Ongoing Service Options: Please see agreed Valued Client Proposition

It is important to regularly review your investments to ensure they remain appropriate for your risk profile and the outcomes you seek, which can change over time. Service may include recommending changes to new or existing investments to help meet your goals at an acceptable level of investment risk, providing fund analysis and valuations and a wide range of associated ad hoc services.

You may ask us for an updated estimate of your advice charge at any time and you may ask us not to exceed a given amount without checking with you first. We will tell you if you have to pay VAT.

This Client Agreement includes basic details of our mutual obligations with regard to adviser charges.

Insurance

<input type="checkbox"/>	A fee.
<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.

Paying by commission – on non investment

Commission is no longer payable any advice with regards to any investment advice, however, commission can still be paid by the product provider for protection products. This means that the advice is chargeable. Should you chose to pay for our services through commission then the premium on your policy will be higher than if you paid by a fee. We are happy to inform you of the difference in your options.

* Please note that if you decide to choose for our fee to be paid through commission, should you cancel any polices that have been underwritten then the provider may request us to return the payment to them which they have paid. This can happen within a four year period. Whatever amount is asked to be return, we will then invoice you for this amount as we will have previously completed the work for you.

Mortgages	
<input type="checkbox"/>	No fee. We will be paid a procuration fee from the lender. Or you could choose a fee only option where you will pay a fee and we will pass on any procuration fee paid by the lender to you.
<input checked="" type="checkbox"/>	A fee payable at the outset. We will also be paid by a procuration fee from the lender
You will receive a key facts 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 if the lender rejects your application.
<input type="checkbox"/>	A refund if your application falls through.
<input checked="" type="checkbox"/>	No refund if you decide not to proceed.
6. Important Information	
<p>VAT Under current legislation the majority our services are not subject to VAT but should this change in future and/or where VAT becomes due, we will notify you before conducting any further work. We are currently not registered for VAT.</p> <p>Client Money Elm Tree Financial Services Limited is not permitted to handle client money or 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).</p> <p>Documentation We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.</p> <p>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 confirmed in writing.</p> <p>Material Interest We will act honestly, fairly and in your best interests. 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</p>	

Data Protection

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FSA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing 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; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, please contact The Data Protection Officer on 01925 815 555 or in writing at Elm Tree Financial Services Limited, 2 Holes Lane, Woolston, Warrington, WA1 4LZ.

You may be assured that we and any company associated with us will treat all personal data and sensitive 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.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

Anti-money laundering

We are required by the anti-money laundering regulations 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 from time to time throughout our relationship, not just at the beginning.

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.

Risk Warnings

Relevant risk warnings will be advised to you throughout the financial planning process and in your suitability report.

The value of investments may go down as well as up, and you may not get back the amount invested. Levels of income from investments may fluctuate. We cannot be held liable for any depreciation in the value of investments arranged for you. Non-readily realisable investments will generally have a restricted market, and therefore it may be difficult to deal in that investment or to 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.

Termination of Authority

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

Conflicts of Interest

Any advice we provide will be in accordance with that disclosed in our initial disclosure document a copy of which I have provided you with. Occasions may arise where we or one of our clients have some form of interest in business being transacted by you. If this happens or we become aware that our interests or those of one of our clients conflict with your interests, 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

7. What to do if you have a complaint

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

Elm Tree Financial Services, 2 Holes Lane, Woolston, Warrington, WA1 4LZ or email enquires@elmtreeifa.co.uk

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567

8. Are we covered by the Financial Services Compensation Scheme (FSCS)?

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

Investment	Most types of investment business are covered up to a limit of £50,000.
Insurance	Insurance advising and arranging is covered for 90% of the claim, without any
Mortgages	Mortgage advising and arranging is covered up to a limit of £50,000.

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

Client Consent

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

I/We understand and consent to the terms of this client agreement and I/We hereby authorise the transfer of information, as described above, on a confidential basis when warranted between such third parties.

I/We authorise you to liaise with my/our other professional advisers in exchanging relevant personal information pertinent to my/our financial planning requirements and to rely on any such information provided.

I/We agree that this Client Agreement will come into effect from the date of acceptance.

☐

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

By deduction from the contract	
By direct payment to ourselves	

Client Name(s)

Client signature(s)

Date of acceptance

Signed for and on behalf of the firm:

Adviser

Signature

Date of issue