

Client Agreement

The Trigon Group comprises Trigon Associates Ltd and Trigon Financial Ltd.

Our Services

Trigon Associates Ltd is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent regulator of financial services in the United Kingdom. Trigon Associates is entered on the FSA register (www.fsa.gov.uk/register) under reference 439291. Our address is:

Trigon Associates
Marquis House
68 Great North Road
Hatfield
Hertfordshire
AL9 5ER

Administration services for Trigon Associates Ltd are carried out by Trigon Financial Limited. Trigon Financial Limited is not regulated by the FSA. It undertakes only those activities that are not regulated or authorised by the FSA. This would include Trust work, Will drafting, Research and other non-regulated activities.

We will act on your behalf for the purposes of arranging and advising on life assurance, investments, pensions, and insurance. Under the terms of Financial Services Authority regulation, we will classify you as a Retail Client for investment business and will act in your best interests at all times.

We may also advise on products and services which are not regulated by the Financial Services Authority. We will tell you where this is the case.

When we have arranged any products for which you have given instructions, we will not 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. Should you require further advice please contact us.

Trigon Associates Ltd is a wholly owned subsidiary of Trigon Group Ltd.

How we charge you for our services

You have the option to pay for our services by way of a fee in which case the amount will be agreed with you before we carry out any chargeable work. Alternatively we can be paid commission on a product we arrange. We will tell you about how much commission we receive.

We will provide you with further details about the cost of our services separately.

It is possible that other costs, including taxes (e.g. stamp duty) related to the business we arrange may arise. These costs will not be paid by our firm but borne by you.

If you subsequently cease to pay premiums on a policy, and in consequence we are obliged to refund commission paid to us, we reserve the right to charge you a fee based on the original commission earned on the policy, but we will not charge any fee if you exercise your right to cancel the policy in accordance with the cancellation notice sent to you by the relevant product provider. This paragraph applies where we recommend to you or arrange for you, a regular premium protection, savings or pension policy.

Your Protection

We prefer instructions to be given to us in writing to avoid any possible disputes. If any instructions are given orally then they should be confirmed in writing. We may refuse at our discretion to accept certain instructions.

Except in respect to settlement of our invoices for agreed fees, cheques should be made payable to the product providers only. We do not accept cash payment.

We will register all products in your name unless otherwise agreed in writing. All contract notes and documents of title in respect of your products will be forwarded to you, unless otherwise instructed in writing, as soon as practicable after being received by us. Where a number of documents relating to a series of transactions are involved, we will normally retain the documents until the series is complete before forwarding them to you.

If we become aware that our interests or those of one of our clients conflicts with your interests, we will inform you in writing and obtain your consent prior to proceeding with your instructions.

Risk Warnings

We will communicate appropriate risk warnings prior to providing products or services. These are for your benefit and you should understand the risks before making any investment.

Complaints and Compensation

Our clients value the service we provide and often recommend us to others. In the unlikely event that you are not satisfied and wish to register a complaint, please contact us either:

In writing: Write to: The Complaints Officer
Trigon Associates Ltd
Marquis House
68 Great North Road
Hatfield
Hertfordshire AL9 5ER.

By phone: Telephone: 01707 251 253

Our written complaints procedure is available upon request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website www.financial-ombudsman.org.uk. If we cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim.

Deposit business is covered for 100% of £50,000 so the maximum compensation is £50,000.

Most investment business is covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000.

Insurance business may be covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance (e.g. motor or employers liability insurance), advising and arranging is covered for 100% of the claim, without any upper limit.

Mortgage services may be covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000.

Further information about the FSCS is available from their website www.fscs.org.uk.

Termination

This client agreement may be terminated at any time, by either party. Notice of termination must be given in writing and will take effect immediately upon receipt. Termination will be without prejudice to the completion of transactions already commenced on your behalf or any rights or obligations already arising. You would be expected to pay for any costs incurred or a due proportion of any fees previously agreed.

Data Protection

In order to advise you properly, we must obtain certain information from you about your financial and personal circumstances, to assess your suitability for particular products and services.

You have the right to access information we hold about you. You can access a copy of these records by contacting us in the normal way.

We are entitled to charge a fee for this service of up to £10. If any of the information we hold is incomplete or inaccurate please tell us and we will correct it.

Personal information will be kept for compliance and monitoring purposes. Information may be passed to other financial firms in the course of providing services. We may provide information to our regulators and their successor. We may also provide information to our auditors, professional advisers, and other firms within the Group.

We may from time to time contact you by post, fax or e-mail with details of products and services which may be of interest to you. If you would like to receive this information please indicate your preference by ticking the box here.

We shall disclose information to relevant authorities where we are required to do so by law.

We are legally obliged to verify the identity of our customers and retain these records.

We will retain records after our business relationship has ended for legal and regulatory purposes.

Rights of third parties

These terms of business exclude any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

Jurisdiction

This agreement is governed by English Law and the parties of this agreement hereby submit to the exclusive jurisdiction of the English Courts.

Commencement

I/we acknowledge receipt of this client agreement and by my/our signature/s confirm that I/we have read, understand and agree to the Terms of Business and Information about our Services set out above.

This Client Agreement will come into effect from the date of my/our signature below.

Client: _____

Date: _____

Client: _____

Date: _____

Adviser: _____

Date: _____

For and on behalf of TRIGON GROUP LTD