



Part of the **Harwood** Wealth Management Group plc

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Compass

Wealth Management Consultants



Value • Service
Proposition



Value And Service

With so many financial products and solutions available on the market today and the ever increasing needs of clients it is important for you, “the client”, to know exactly what service we provide, how our on-going relationship will work and importantly how much our services will cost.

This document will explain all of these things and allow you to choose how you work with us

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Our Initial Advice Recommendation And Implementation Offering

Getting to know you: At our first meeting we'll spend time talking to you and asking questions to really understand what you want to achieve financially in the future. A major part of this is to understand exactly what your views on risk are and when you will want to realise your objectives.

We gather and analyse the personal information you have provided as well as assessing your attitude towards investment risk and capacity for loss.

Research: Once we have a clear picture of you and your objectives we will carry out thorough research and analysis of your existing financial products (if you have any), to establish if they are on track to achieve your objectives.

Recommendations: We will provide specific recommendations and discuss any action we think you should take in those areas and with your agreement, arrange relevant solutions for you using the information you have disclosed. This may include changing existing investments, taking out new investments or completely stopping others.

We may also provide recommendations on areas we feel are relevant even though you have not requested us to do so.

Implementation: Once we have agreed with you the way forward we will implement the recommendations.

Review: Once the initial part of your planning has been completed an annual review will be offered at an extra charge and is recommended. If you do agree to ongoing servicing you can select one or a combination of our on-going service offerings:

Essential | Choice | Aspire

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

Our Services

Compass Wealth Management Consultants Limited is authorised and regulated by the Financial Conduct Authority and are permitted to advise on and arrange (bring about) deals in investment planning, retirement planning & protection planning.

We offer Independent advice from the whole of the market.

Our Services include:

- » **Financial planning:** It's important to identify what you might want to achieve and how you can do this. We can help you to identify your goals and create a plan for your finances to help you achieve them.
- » **Retirement planning:** It's important to know whether the money you are saving towards retirement will provide you with sufficient funds to meet your retirement objectives. We can work with you to proactively plan for your retirement and help you decide on the options available once at retirement.
- » **Protection planning:** Most of us want to protect the things that are important to us, our family, business and quality of life. Protection planning can help to provide peace of mind in the event of your income changing due to unexpected events. We can help you plan for the best way to protect you, your family or your business.

We'll only start work once we have agreed our services and charges with you.

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested.

The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control.

Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided.

Compass
Wealth Management Consultants

Our On-going Service And Value Options

	Essential	Choice	Aspire	
Collection of provider correspondence and passing onto client electronically	✓	✓	✓	
Access to innovative client tools and calculators designed to help with financial planning	✓	✓	✓	
Access by telephone to administration support	✓	✓	✓	
24/7 online access to view all financial holdings registered with us, including real time valuations and document storage	✓	✓	✓	
Access to your financial adviser by phone	X	✓	✓	
Option of an annual face to face financial planning review	X	✓	✓	
Six monthly client newsletters by post or email	X	✓	✓	
Six monthly statements by post or email	X	X	✓	
Annual Bed & ISA (partial UT to ISA transfer) service where appropriate	X	X	✓	
Option of a six monthly face to face financial planning review	X	X	✓	IMS
Quarterly investment portfolio recommendations via our portfolio management service	X	X	X	✓
Quarterly asset allocation rebalancing	X	X	X	✓
Quarterly investment markets update	X	X	X	✓
Monthly market bulletin	X	X	X	✓
Telephone/email access to portfolio managers	X	X	X	✓

Essential

0.5% of the value of any investments held or the natural trail commission if the product was incepted before 31/12/2012

Choice

0.75% of the value of any investments held

Aspire

1.00% of the value of any investments held. Minimum investment: £50,000

In addition to one of the above options you can also include access to our investment management service, as follows

IMS

0.4% of the value of the investments held which will be combined with one of the core services listed above

Information about our services and costs

Independent advice - We offer **independent** investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

If you provide us with limited information this may mean that the advice we give you may not be the same as that given if we were fully aware of your circumstances.

Execution Only (no advice required)

Where you specifically instruct us to transact a piece of business on your behalf, and these instructions include all aspects relating to the transaction. You will not receive advice or a recommendation from us.

For protection advice - Where we provide protection planning services we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market.

Our costs

The way we are paid for our services may depend on the type of advice given. Typically this will be:

- » **Investment business:** fees agreed and paid by you
- » **Insurance business:** fees agreed and paid by you or commission payable by the insurance provider, which is a percentage of the total annual premium

We will discuss your payment options with you and answer any questions you may have.

Our charges fall into the following categories:

- a) **Initial charges:** these are the upfront costs of our services. We offer several types of initial service depending on your needs.
- b) **Ongoing charges:** once your financial plan is in place it is important to keep it under review so it can be adapted, where necessary, as your circumstances change. Our ongoing services are designed to do this.

All fee amounts quoted are exclusive of VAT, expenses and disbursements.

Our actual charges and fees (in pounds and pence) will be agreed with you before we do any work and we'll explain your payment options too. We'll also let you know where any fees are subject to VAT.

Advised Service Charges

Before we provide any services to you, we will gather information about your circumstances and needs.

For our advised services you will pay us via an adviser charge.

- » Initial advice service (up to 3% of amount invested)

Annuities - a charge of 1.5% of the value of the amount being annuitized (minimum fee £500 per pension). For example, if £50,000 was used to buy an annuity we would charge £750.

Fees - if fees are being paid, they will be charged at our hourly rates shown below, depending on the type of work and the person dealing with your affairs. Estimates of charges will be provided ahead of the work being carried out. We will inform you if the charge will be subject to VAT. Our typical charges are:

- | | |
|---------------------|---------------|
| » Director | £250 per hour |
| » Financial Adviser | £180 per hour |
| » Paraplanner | £75 per hour |
| » Administrator | £25 per hour |

Our initial advice will be appropriate for you, based on your requirements and circumstances at that time. We will not ensure that any initial advice remains suitable for you at a later date, unless you select one or a combination of our on-going service options.

Our initial fee covers the gathering of advice and recommendation. In the event that our recommendations are not accepted we reserve the right to charge a fee of up to £250 for gathering information about your circumstances and needs.

Examples:

Single premium investment

If you invest a lump sum of £10,000 into a personal pension plan, we would charge an 'adviser charge' of up to 3% of the amount invested, which would mean a maximum initial 'adviser charge' of £300.00 (£10,000 x 3% = £300.00) with the remainder being invested.

Regular premium investment

An 'adviser charge' based on a maximum of 3% of the regular premium amount over a 12 month period. For example, for a regular premium of £100 each month £3 will be taken from this amount to pay your adviser charge over 12 months. The remaining £97 will be invested during this time. At the end of this period the adviser charge would have been settled in full. From month 13 the full £100 would be invested. Based on this example the adviser charge would be £36, i.e. £3 x 12 months.

Hourly Rate

If the amount of time taken to advise on and arrange a suitable product for you is 6 hours advice (Financial Adviser), 1 hour administration and 1 hour para planning, this would mean a total 'adviser charge' of £1180.00 would be payable (6 hours of advice x £180 = £1080.00 + 1 hour administration x £25 + 1 hour para planning x £75 = £1180.00).

The above example is an indicative cost. We will tell you how much the total initial 'adviser charge' will be before you complete an investment, but you may ask for this information earlier.

» Ongoing advice service

In addition to our initial advice services, you could ask us to undertake further services on an ongoing basis. These have already been outlined earlier in this document and are known as the **Essential**, **Choice** and **Aspire** options. In addition you can also elect to invest via our **IMS** managed portfolio service.

Example: Single Premium Investment

If you invest a lump sum of £50,000 into an investment, and depending on which 'ongoing advice service' you select you could be charged up to 1.4% each year of the value of the investment, which based on £50,000 could equal £700 each year.

The frequency of the charge will depend on the service you choose and is usually made through the product you have invested in.

Please note that the monetary amount of the ongoing service and IMS charges will fluctuate in line with the portfolio value.

Please refer to page three of this document which clearly demonstrates the levels of service and the cost of each one.

Execution Only (no advice required)

We will specify our charges for this service before we carry out any business for you.

Aggregated costs and charges

Before we provide you with our advice we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

Our Obligations

Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We'll verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

Best execution

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you.

This is referred to as 'best execution'.

For orders in collective investment schemes (e.g. unit trusts), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

Conflict of interests

Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly. We have a conflicts of interest policy. If you want to see a copy of it, please ask us.

Communicating with you

Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. Our communications will be in English.

We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

Website Access And Electronic Records

We will use all reasonable endeavours to ensure the accuracy of any information placed on our website. The values quoted will rely on data provided by third parties and this cannot be updated on a real-time basis and so we can make no representation, or provide any warranty, about the accuracy of the financial information contained on the site. Please contact us for a written valuation if you require one. Errors and omissions excepted (E&OE). Best endeavours will be made to ensure that the website is available 24 hours a day 365 days a year. However the site may become unavailable due to maintenance, upgrade or circumstances outside of our control. We do not accept any liability for any losses or damage arising due to the unavailability of the website.

Your Obligations

Instructions

Our advice will be based on the information that you give so it's important that you provide us with accurate and up-to-date information when we request details about your circumstances and objectives. This will allow us to provide you with the appropriate advice. **If you limit the information provided it could affect the suitability of the advice we give.**

Payment for services

By signing our Service & Payment agreement you are agreeing to pay the charges for our services as set out in our costs and services section of this agreement.

Legal & Accounting

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

Cancellation and amendments

If you have elected to pay for the advice you receive via instalments (i.e. if you are investing via a regular premium contract) the full amount of the adviser charge will need to be paid irrespective of whether:

- » the recommended product(s) is / are cancelled before the amount is fully paid and / or
- » you subsequently decide to transfer your business to another firm / financial adviser

Any outstanding amounts, as at the date of cancelling the recommended product / transferring to another firm or adviser, will be due to be paid in full within 28 business days of the termination/transfer date. An invoice will be raised for the full outstanding amount. As the product provider will be facilitating payment of the agreed initial adviser charge in the event of you cancelling this contract, the product provider may choose to refund the investment 'net' or 'gross' of any agreed adviser charge.

Amendments

From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case we'll write to you with details of the changes at least twenty eight business days before they are due to take effect.

Product cancellation rights

Full details of any financial products we recommend to you will be provided in the relevant product information you'll receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

Useful information about our services

Compass Wealth Management Consultants Limited, registered in England: 04214287, is wholly owned by Harwood Wealth Management Group PLC.

Who authorises us to advise you?

We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. www.fca.org.uk.

Our firm reference number is **419331**.

Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.

You can check our details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

Unless we tell you otherwise, we'll treat you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

What if things go wrong?

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We'll do our best to resolve your concerns. - Telephone: **023 9223 1448** - Email: concerns@harwoodwealth.co.uk - In writing: The Complaints Officer, 5 Lancer House, Hussar Court, Westside View, Waterlooville, Hampshire PO7 7SE

We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.

Additional peace of mind

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for clients of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business. You may be able to claim compensation from the FSCS if we cannot meet our obligations. The

amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

Investments - eligible claims for most types of investment business are covered for up to a maximum of £50,000.

Insurance: in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

Further information is available from the FSCS at www.fscs.org.uk.

Benefits we may receive

Under the rules of our regulator the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.



Privacy Notice

This privacy notice explains how we use any personal information we collect about you.

What information do we collect about you?

We collect information about you when you engage us for financial planning/financial advice/mortgage advice/investment management services. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We'll use your information collected from the website to personalise your repeat visits to the site.

Why do we need to collect and use your personal data?

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we'd also be unable to fulfil our legal and regulatory obligations.

Where special category data is required we'll obtain your explicit consent in order to collect and process this information.

How will we use the information about you?

We collect information about you in order to provide you with the services for which you engage us.

Who might we share your information with?

Subject to you providing us your consent, we may email you about other products or services that we think may be of interest to you.

We won't share your information for marketing purposes with companies outside our group of companies.

In order to deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

Where third parties are involved in processing your data we'll have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they are subject to a duty of confidence in processing your data and that they'll only act in accordance with our written instructions.

Where it's necessary for your personal data to be forwarded to a third party we'll use appropriate security measures to protect your personal data in transit.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

How long do we keep hold of your information?

In principle, your personal data shouldn't be held for longer than is required under the terms of our contract for services with you. However, we're subject to regulatory requirements to retain data for specified minimum periods. We also reserve the right to retain data for longer than this due to the possibility that it may be required to defend a future claim against us. Notwithstanding, we shall only retain data for as long as practicably necessary and only for a justifiable reason.

You have the right to request deletion of your personal data. We'll comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

How can I access the information you hold about me?

You have the right to request a copy of the information that we hold about you. If you'd like a copy of some or all of your personal information please email or write to us using the contact details noted below.

When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

We have an obligation to ensure that your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect.

Marketing

We'd like to send you information about our products and services and those of other companies in our group which may be of interest to you. If you've agreed to receive marketing information, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the group. If you no longer wish to be contacted for marketing purposes, please contact us by email or post.

Cookies

We use cookies to track visitor use of the website and to compile statistical reports on website activity.

For further information visit
<http://www.allaboutcookies.org/>

You can set your browser not to accept cookies and the above website tells you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

Other websites

Our website contains links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

What can you do if you are unhappy with how your personal data is processed?

You also have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

0303 123 1113 (local rate)

Changes to our privacy policy

We keep our privacy policy under regular review and we'll inform you of any changes when they occur. This privacy policy was last updated on **03/04/2018**

How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you: In writing to The Data Protection Officer, 5 Lancer House, Hussar Court, Westside View, Waterlooville, Hampshire PO7 7SE or email at concerns@harwoodwealth.co.uk



