



about our services and costs



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London
E2R 6PB

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1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. This document has been designed by the FSA 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.

2. Whose products do we offer?

Investment

- We offer products from the whole market.
 - We only offer products from a limited number of companies
 - We only offer products from a single group of companies.
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Insurance

- We offer products from a range of insurers in the majority of cases for Life Assurance, Mortgage Protection, Critical Illness and Permanent Health Insurance
 - We only offer products from a limited number of insurers in respect of Buildings, Content sand Accident, and Sickness & Unemployment.
Ask us for a list of the insurers we offer insurance from.
 - We only offer products from a single insurer.
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Mortgages

- We offer mortgages from the whole market.
 - We only offer mortgages from a limited number of lenders.
 - We only offer mortgages from a single lender.
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3. Which service will we provide you with?

Investment

- We will advise and make a recommendation for you after we have assessed your needs.
 - 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.
 - We will provide basic advice on a limited range of stakeholder products and in order to do this we will ask some questions about your income, savings and other circumstances but we will not:
 - Conduct a full assessment of your needs;
 - Offer advice on whether a non-stakeholder product may be more suitable
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Insurance

- We will advise and make a recommendation for you after we have assessed your needs
- 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

- We will advise and make a recommendation for you after we have assessed your needs.
- 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.

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

Investment

You will pay for our services on the basis of a fee, commission and/or a combination of both fee and commission. In advance of providing any advice, 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.

Paying by fee. Whether you buy a product or not, you will pay us a fee for our advice and services, which will become payable on completion of our work. If we also received commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or increase your investment amount; or refund the commission to you.

Hourly Rate. We will confirm the rate we will charge in writing before beginning work. Our typical charges are:

- Financial Adviser £225 per hour
- Administrator £115 per hour

We will tell you if you have to pay VAT.

Lump Sum. We will confirm what we will charge you in writing before beginning work. Our typical charges are:

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|-------------------------|---|
| • £0 - £50,000 | 4% of the capital |
| • £50,000 - £200,000 | 3% of the capital |
| • £200,000 - £1,000,000 | 2.5 % of the capital |
| • £1,000,000 and above | Bespoke service with charges agreed with you prior to proceeding. |

Ongoing Service Level

We offer three distinct ongoing service propositions that each enable differing levels of ongoing review, planning and portfolio maintenance. We will discuss this with you in our initial meeting and recommend, based on your circumstances and requirements, a suitable service level for your needs which will then dictate the amount of ongoing input and planning you receive from us.

We will also issue you with documentation outlining the service, so that it is clear what each service costs and offers. The names of the service and the ongoing costs are as follows:

- Level 1: *The Financial Advisory Service* - 0.5% per annum

- Level 2: *The Financial Planning Service* - 0.8% per annum
- Level 3: *The Financial Management Service* - 0.95% per annum

This fee will be deducted from the agreed plan/holdings/portfolio on a monthly basis to meet the costs of the service level selected.

e.g. on an investment of £100,000, this would equate to:

- Level 1: *The Financial Advisory Service* - £500 per annum
- Level 2: *The Financial Planning Service* - £800 per annum
- Level 3: *The Financial Management Service* - £950 per annum

Where you do not wish to pay for reviews under the service offering above, we will undertake reviews of your affairs upon request and we will confirm what we will charge you in writing before beginning work. Our typical charges are:

- Simple from £500 this covers simple policy research and a short report
- Developing from £1000 this covers two or more topics, research and a report
- Complex from £3,500 this will be a full financial plan

Paying by commission (through product charges). If you buy a financial product, we will normally receive commission on the sale from the product provider. Although you pay nothing to us up front, that does not mean that our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. These charges reduce the amount left for investment. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower.

The amount of commission we receive will vary depending on the amount you invest and (sometimes) how long you invest or your age.

If you invest a lump sum of £7,200 in an individual savings account (ISA) we would receive commission of 3% of the amount invested (£216) and 0.5% of the value of the fund (roughly £36 every year).

If you invest a lump sum of £50,000 in an Investment Bond we would receive commission of 4.6% of the amount invested (£2,300) and 0.5% of the value of the fund (roughly £250 every year). If you pay £100 a month into a personal pension (with a term of 25 years) then we would receive commission of £250.

If you pay £50 a month towards a whole of life policy, then we would receive £500.

We will tell you how much the commission will be before you complete an investment, but you may ask for this information earlier.

Paying by a combination of fee and commission (through product charges). We will charge you a combination of fees and commission. The actual amounts will depend on the service provided to you, but will be in line with the arrangements set out in the sections headed 'Paying by fee' and 'Paying by commission (through product charges)'.

Other benefits we may receive

We may from time to time participate in training or incentives provided by product providers, but these are not directly linked to the business that we place with them and does not influence how we make a recommendation about the suitability of any products that we recommend.

Insurance

A fee

- No fee

You will receive a quotation, which will tell you about any other fees relating to any particular insurance policy.

Mortgages

- A fee.

- No fee.

- A combination of fee and commission. We charge up to 1.00% of the loan amount with a minimum fee of £525. For example, for a new mortgage of £100,000 our fee could be £1,000. For a mortgage of £250,000 our fee could be up to £2,500. In addition to these fees we may receive a fee from the lender. **We will not refund to you any commission we receive from the mortgage 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:

- A full refund

- No refund [for example, if you decide not to proceed].

5. Who regulates us?

Holder & Combes is an Appointed Representative of Blueprint Distribution Ltd, 51 Moorgate, London EC2R 6PB, who are authorised and regulated by the Financial Services Authority. Our FSA Register number is 426317.

Our permitted business is advising and arranging life insurance, mortgages, pensions and investments.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

6. What to do if you have a complaint

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

In writing: Write to the Head of Risk, Blueprint Distribution Ltd, 51 Moorgate, London EC2R 6PB

By phone: Telephone: 020 7562 5800

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

7. 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 maximum limit of £50,000

Insurance

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Mortgages

Mortgage advising and arranging is covered up to a maximum limit of £50,000.

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

Terms of business

Commencement date

These terms of business come into effect on the date you receive them from us.

How we act for you

Holder & Combes is an Appointed Representative of Blueprint Distribution Ltd, 51 Moorgate, London EC2R 6PB, which is authorised and regulated by the Financial Services Authority. We and Blueprint Distribution Ltd are regulated by various other bodies for products and services that the FSA don't regulate. We and Blueprint Distribution Ltd are based in the UK.

We can act for you if you live in the UK. There may be restrictions on how we can advise you if any of the following apply:

- You don't live in the UK
- You are currently staying in the UK, but normally live abroad
- You are currently staying in the UK and plan to move abroad or return to another country

Please ask us for details if you think this may apply to you.

The FSA requires us to classify our clients as either 'retail' (personal) or 'professional' (business). We classify all our customers as 'retail' unless we notify you in writing to the contrary. This means that you are afforded the highest level of consumer protection and in some cases, access to the Financial Ombudsman Service.

Any advice or recommendation that we offer to you, will be based on your stated objectives, circumstances and take into account any restrictions that you wish to place on the type of products you would be willing to consider. With very few exceptions, we will confirm to you in writing the basis of our reason for recommending the products arranged on your behalf.

Your stated objectives will be reiterated in the Suitability Report, which we will issue to you following our recommendation, along with details of any special risks associated with the product recommended.

Full details of the products we may recommend to you including, for example, the minimum duration of the product, information on the right to cancel or whether no right to cancel arises, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

Any products we have arranged for you, will not be kept under review but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion (by telephone or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.

We will provide our services to you using reasonable care and skill. There may be circumstances where you ask us to provide specialist advice, which we are not allowed to give. We are not able to advise you on the following types of investments:

- Mortgages
- Direct investment into shares
- Derivatives
- Certain collective investment schemes (those which are not regulated by the FSA)
- Exchange traded funds
- Exchange traded commodities
- Qualified Investor Schemes
- Isle of Man experienced investor funds
- Commodity based funds
- Holiday property bonds
- The merits of investment in a specific property
- Experienced investor schemes
- Qualified investor funds or experienced investor fund

We will let you know if this list changes. Please ask us if you need any information about what we are able to advise you about.

We can, however refer you to someone who can advise you in areas we cannot. They may pay us a fee or some other benefit for us introducing you to them as a customer; if this happens, we will tell you in writing. You should receive a separate agreement from them explaining what services they will provide to you; they may be other financial advisers, solicitors or accountants. Any persons to whom we refer you to will take responsibility for the advice they give to you.

We can't give you legal advice, but we will point out and explain to you what the payments terms, exit charges, exclusions and other key terms are for any product you buy using our services.

We will communicate with you orally and in writing. We prefer our clients to give us instructions in writing to avoid possible disputes. If we accept oral instructions from you, we will confirm them in writing to you. Any advice we give you will normally be in writing, but if given orally, we will record it on our files.

When we advise on or arrange certain types of investment products for you, we have to make sure that we get the best possible result for you, as a personal client. We call this 'best execution'. We will give you a copy of our best execution policy if you ask for it.

Conflicts of interest

Occasionally, we or one of our customers might have some type of interest in business that we are carrying out for you. This is called a 'conflict of interest'. If and when we become aware of a conflict of interest, we will tell you before we carry out any business for you and get your consent before we continue advising you. On occasion we may have to cease acting for you, but we will help you find advice from elsewhere, if you want us to.

We are not allowed to be your trustees or to put your assets in any trust, nominee account, fund or pension scheme in which we have a material interest. You may not appoint us as an executor of your will.

Indirect benefits

We may receive non-monetary benefits from product providers. We will tell you before the transaction if we will receive some form of benefit that is above the level we have set as 'reasonable'.

Investment risk

All investments carry a degree of financial risk that will tend to increase in proportion to the potential rate of return on the investments. The value of some may fall as well as rise. Before entering into any investment agreement we will explain the risk, but you must tell us if you do not understand our explanation of the risk, or if you do not wish to accept that level of risk.

How we charge you for our services

Full descriptions of the payment options we offer are included in Section 4 of this document.

If we charge you fees, we may increase our rates in the future. We will not do so unreasonably, and any increase will not exceed the retail price index plus 2% in any one year. We will tell you, in writing, one month in advance of any changes to our fees. If you do not agree to the increase, you or we may end this agreement. Settlement of our invoices is due within 30 days and we reserve the right to charge reasonable interest on overdue payments. Interest will be chargeable on a daily basis. We reserve the right to discontinue work on all current matters if any bill is not settled promptly.

We may also charge you for any disbursements we have agreed to pay on your behalf. We will notify you of these in writing, if they apply.

As part of this agreement we will provide you with our services for as long as you ask us to. If you decide to end this agreement and have paid fees in advance for future advice, we will refund a reasonable amount of those fees.

Client money

We **never** hold client money.

- ‘Client money’ is money that we receive and hold on your behalf. This can be in any currency, cash, a cheque or money in a bank account.

You must not:

- Make a cheque payable to us (unless it is for payment of fees due to us); or
- Give us a blank cheque; or
- Give us cash (unless it is for payment of fees due to us).

The following is **not** client money:

- Crossed cheques made payable to someone else, which you give to us to forward to them on your behalf;
- A cheque made payable to us as payment for our services to you. If we have agreed to be paid fees for our services, we may ask for the non-refundable portion of it ahead of delivering the service to you.

If you are uncertain about any of the above, please ask us.

Handling assets owned by you

We can temporarily hold documents that evidence your ownership of assets, but you must make sure you have copies of them. We will return originals to you after using them to provide our service.

When we arrange investments for you, we will register these in your name. We will also make sure you receive either a contract note, documents of title, or certificates confirming that you own those investments. This paperwork will be sent to you by post as soon as possible after we receive it. If we are arranging a series of transactions on your behalf, we will normally keep all the documents until those transactions have been completed.

You must never transfer ownership of any assets to us or to any company in which we have a controlling interest.

Data protection

Some services are provided to Holder & Combes and Blueprint Distribution Ltd by third parties such as processing business or obtaining compliance or regulatory advice, warrant the disclosure of more than just your basic contact details. You agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties.

You also agree that we may hold your information electronically for the purposes of providing you with financial advice and that this information may be transferred electronically, e.g. email. You also consent to ourselves or any such third party contacting you in future by any means of communication which we consider appropriate at the time.

Product Providers, Lenders and Investment Managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

Provision of information by you

We seek to ensure that any personal information we hold about you should remain accurate and up to date; as this could affect the advice we give you. Therefore, please let us know if there are any significant changes to your personal details, when they occur.

If we ask you to fill out any forms or documents, you must do this promptly, accurately and honestly. You may be committing a criminal offence by completing a form with information that is not accurate or truthful. We will not be liable to you if you suffer financially because you have not completed a form or document truthfully or accurately. As and when requested you must provide instructions to us in a timely and clear manner during the course of your work.

When we first meet, we will agree the services we will provide to you. If we agree to provide you with ongoing reviews, we will regularly check that the information we hold on you is correct. You must tell us if we have got anything wrong.

Ending this agreement

We may decide to stop acting for you at any time; if we do so we will write to you to confirm this. You can ask us to stop acting for you at any time, but you must do so in writing. We will keep a copy of this agreement on our files so that we have a copy of the terms on which we acted for you. Notices given by you under this agreement must be sent in writing by post. Notices will be treated as having been received by us on the second business day after you posted the notice to us.

We will have no authority to act for you after this agreement has ended. If the agreement is ended while we are providing services to you, we will finish providing the agreed services unless you ask us not to. You will have to pay any outstanding fees for our services even if this agreement has ended. Any fees outstanding at the date of termination will be due within 30 days of the termination date.

Law

These terms of business will be interpreted and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts, except if your address is in Scotland, when the courts of Scotland shall have non-exclusive jurisdiction.

Cancellation rights

In most cases you can exercise a right to cancel, by withdrawing from the contract recommended to you. If you cancel certain contracts, you may incur a loss caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Your consent

I have read the above terms and fully consent to the terms imposed and I authorise the transfer of information, on a confidential basis when warranted between any such third parties. I acknowledge that the Terms of Business set out in this document will come into effect from the date of issue and I acknowledge the content of the beginning of this document, detailing 'about our costs and services'.

I also confirm that I AM / I AM NOT happy to give Holder & Combes and Blueprint Distribution Ltd my consent to contact me by telephone to discuss advising on or arranging financial, mortgage or insurance products in future.

Customer Name(s) _____

Customer signature(s) _____

Date of issue: _____