

Retail Client Initial Disclosure Document

Our Services and Costs

1. Who regulates us?

The **Financial Conduct Authority** (FCA) is the independent organisation that regulates financial services in the United Kingdom and the contents of this document are based on the FCA rules. This document is designed to be handed out to clients who are considering buying certain financial products. You need to read and understand this important document. It explains the services you are being offered and how you will pay for them.

365 Investment Management is a trading name of **Continuum Wealth Limited** and is authorised and regulated by the Financial Conduct Authority no. 601396. Our permitted business is advising on and arranging investments, pensions and non-investment protection, general insurance contracts and structured deposits. You can check this on the FCA's Register by visiting the FCA's Website <https://www.fca.org.uk/firms/financial-services-register> or by contacting the FCA on **0800 111 6768**.

2. What services and products do we offer?

Investments and Insurance

We provide independent investment advice and offer regulated products from the whole market including non-investment protection products, Whole of Life and Term Assurance, Mortgage Protection, Critical Illness and Income Protection Insurance. We will only make personalised recommendations suitable to your circumstances after we have assessed your needs, considered your financial objectives, your attitude to risk, your capacity for loss, and any restrictions that you have placed on investment strategy or particular products. Full details of the products we recommend will be included with the communications you receive before such products are arranged and we will advise you if any of our recommendations restricts access to your capital.

Anti-money laundering regulation

We are required by our regulators to verify your identity, obtain information as to the source of your funds and the nature of the business we are instructed to transact for you as well as ensure that the information we hold is up-to-date. For this purpose, we may use electronic verification tools and we may conduct these checks from time to time throughout our business relationship.

3. What is your work ethos?

We will treat you as a retail client for all investment business as this will afford you the highest level of protection under the UK regulatory system as well as provide you with the right to take any complaint to the Financial Ombudsman Service. We are committed to providing the highest standard of service and have designed all our systems and processes accordingly so that we are:

- **open, honest and transparent in the way we deal with you;**
- **place your interests above ours;**
- **communicate clearly, promptly and without jargon;**

We act honestly, fairly and professionally and always conduct business in your best interests. If we become aware that our interests or those of one or more of our other clients conflict with your interests, we will write to you making full disclosure, detailing the steps we propose to take in order to ensure fair treatment and obtain your formal consent before we carry out your instructions. Where this cannot be achieved, we will not conduct the business.

4. How do I give or terminate my instructions to you?

You can give or terminate your instructions at any time, but without prejudice to the completion of transactions already initiated, by telephone, letter, email or text but such instructions will not be deemed to have been accepted by us until we have issued a confirmation to you. Any transactions affected before termination, a due proportion of any periodic fees for services will be settled to that date.

5. What will I have to pay for your services?

Investments and Insurance

We will discuss your payment options with you and answer any questions you may have. We will not charge you until we have agreed with you how we are to be paid. We will provide you with an **initial consultation free of charge**. This helps us to identify and understand your financial objectives and we will confirm how we can assist you in working towards these. We will also discuss the cost, and our services both initially and throughout our business relationship with you. We charge for our services by way of **fees, based on a percentage of the value of your investment**, or on an **hourly rate**.

Financial review and personalised recommendations

This can be a continuation from the initial contact or discussion, where agreed, or via a further appointment and the process will cover:

- gathering of information about your existing financial arrangements and full personal circumstances;
- understanding of your investment knowledge and experience, your attitude to risk and capacity for loss; taking into account your views about the relevant prevailing market conditions and your views regarding the future direction of such markets;
- recommendation of an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings;
- preparation of our recommendations to you;
- arranging a second appointment to explain and discuss our recommendations in detail.

Our charge for this service is a **fixed fee of £250** payable on provision of the report containing our recommendations to you. This fee will be waived wholly or in part should you decide to implement any of our recommendations.

Policy arrangement and implementation – lump sum investments or transfers

Should you instruct us to proceed with any of our recommendations we will act for you in the following ways:

- Handle all fund and policy administration on your behalf;
- Provide regular updates to keep you informed of progress;
- Ensure all your documents are issued in line with your expectations;
- Provide confirmation of all actions taken on your behalf in writing.

Our charge for this service is based on a percentage of the value you invest and/or transfer with a **minimum fee of £250**.

- **Up to £100,000** – **0.25%**
- **£100,001 to £500,000** – **0.20%**
- **£500,001 and above** – **0.15%**

Where we receive such a payment we will waive our 'financial review and recommendation' fee by the same amount.

Example 1; if we arrange an investment on your behalf for £50,000 our implementation fee would be £125. As this is less than the 'financial review and personalised recommendation' fee of £250 we would not charge you any further fees.

Example 2; if we arrange investments on your behalf totalling £200,000 our implementation fee would be £450. As this exceeds the 'financial review and personalised recommendation' fee of £250, an additional fee of £200 would be applied.

Policy arrangement and implementation – regular premium Savings or Investments

Our fee for implementing a regular premium savings or investment plan would be £150. Please refer to the Payment Options section for further details.

On-going review service for existing lump sum investments or for existing regular premium savings or investments

There is a fee for any on-going work, such as periodic or on-going reviews, we carry out on your behalf. We will agree the rate, frequency and length of this on-going service with you before beginning any service, or prior to, making our personalised recommendations to you. Typically, our fees are **1% per annum**, with a **minimum fee of £250**, are based on the value of your investments at each 6-month anniversary and are paid pro-rata in arrears. The amount you pay will fluctuate with the value of your investments.

The fees can be deducted from your investments or paid directly by you. You should note that when paid from your investments this may reduce your personal tax thresholds and/or exemption levels. When this occurs, we will discuss it with you and confirm it in your personalised recommendation report.

Example 1; if your investments are valued at £20,000 the on-going review service fee would have been £200 in accordance to scale above. As this less than the minimum on-going service fee of £250, we would charge you an additional £50.

Example 2; if your investments are valued at £100,000 the on-going review fee would be £1,000. As this is above the minimum on-going review fee, no additional fees would be applied.

Your Payment Options

The fees can either be taken from your investment or paid directly by you. We will discuss your payment options with you and answer any questions you may have. We will not charge you until we have agreed with you how we are to be paid.

Paying your on-going review service fees in a single payment

This fee will become payable on completion of our work and we will require you to settle our fees within 7 days from completion of our work. We accept electronic payments, cheques or card payments but **we do not accept payment by cash.**

Example 1; if your monthly contribution is £35 and the value of your investment is £10,000, our fee would have been £100. As the minimum on-going service review fee is £250, we will charge you an additional fee of £150.

Example 2; if your monthly contribution is £150 and the value of your investment is £40,000, our fee would be £400. As this exceeds the minimum on-going service review fee of £250 no additional charges would be applied.

Paying your on-going review service fee by installments

Settling the on-going review service fee by installments is only available where a regular premium product is recommended. If you buy a regular premium product, you can choose to have your on-going review service fee deducted from the product through instalments. Although you pay nothing up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your products and these deductions will reduce the amount left for investment.

Paying for our services by the hour

If you prefer you can ask to pay for our services by the hour and our hourly rate for our services provided is **£120 + VAT**. We will provide you with an initial estimate before any work commences and seek your express consent if our work is likely to exceed such estimate.

Keeping up your payments

Should you decide to pay this fee through your policy and payments to the policy subsequently cease, we will calculate the total payments received to date and charge you the balance against the 'financial review and recommendation' fee.

Example 1; if your monthly contribution is £35 and our implementation fee is £150, we will deduct £12.50 from each monthly contribution. Should payments cease after 6 months - and £75 has been collected - the difference between this and the implementation fee of £150 would be due, namely £75.

6. What about Data Protection?

The information you have provided is subject to the Data Protection Act 2018 (the "Act"). By signing this attached engagement form you consent to our firm or any company associated with us, processing your personal data, both manually and by electronic means, for the purposes of providing advice, administration and management. **We will not pass your details for marketing purposes to any other companies.** "Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA 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 the process of our firm providing 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 all 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 orientation, or your membership of a Trade Union.

Please be assured that our firm and any company associated with us will treat all personal data and sensitive personal data as strictly confidential and will not process it other than for a legitimate purpose. All steps will be taken to ensure that the date is accurate, kept up to date, not kept for longer than is necessary, safeguarded against unauthorised or unlawful processing and accidental loss or destruction. Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by our firm.

If at any time you wish our firm or any company associated with us to cease processing your personal data, or your sensitive personal data, or communicating with you for marketing purposes, please contact:

In Writing: **The Data Protection Officer, 39 High Street, Marlow, Bucks, SL7 1AU.**

By Telephone: **01628 947347**

7. What do I do if I have a complaint?

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

In Writing: **Compliance Oversight, 39 High Street, Marlow, Bucks, SL7 1AU.**

By Telephone: **01628 947347**

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

8. Am I 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.

Investments

Most types of investment business are covered up to a maximum limit of £85,000.

Insurance

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

Further information about compensation scheme arrangements is available from the FSCS at <http://fscs.org.uk/what-we-cover/products>