



TERMS OF BUSINESS

ABOUT THIS DOCUMENT

This document outlines Whitman Insurance Solutions Terms of Business. Should you choose to proceed with our services, in doing so, you accept our Terms of Business and both parties will be bound by the terms laid out below.

OUR REGULATOR

Whitman Insurance Solutions is a trading name of Lifetime Wealth Management Ltd, which is an appointed representative of Quilter Financial Services Limited & Quilter Wealth Limited, which are authorised and regulated by the Financial Conduct Authority and registered as 440703 and 217742 respectively. Lifetime Wealth Management Ltd is also registered with FCA under 400358.

The permitted business of Quilter Wealth Limited and Quilter Financial Services Limited, is advising on and arranging pensions, investments, mortgages, life assurance and general insurance.

You can check this on the FCA's Register by visiting the FCA's website at: <https://register.fca.org.uk/s/> or by contacting the FCA on 0300 500 8082 or 0800 111 6768.

The FCA address is: 12 Endeavour Square, London, E20 1JN.

OUR SERVICE

Wherever you are on your financial journey, we're here to give you advice you can depend on.

Our services are comprehensive, which means that we are able to offer you professional advice across all the stages of your financial life. If the advice that you require is not within the scope of the protection adviser, we can refer you to an adviser within our business who can advise and recommend.

CONFIRMATION OF OUR ADVICE AREAS

Assurance & Insurance

We will provide a personal recommendation on the basis of a fair analysis of the market in relation to private medical insurance.

We will provide a personal recommendation on the basis of a fair analysis of the market in relation to life, critical illness, income protection and whole of life products.

We will provide a personal recommendation for buildings and contents insurance products from Uinsure. If Uinsure cannot insure you, we may use a range of other providers.

ASSURANCE & INSURANCE PROTECTION ADVICE

Insurance is an important part of many people's financial plans, either to ensure their family is financially protected, to ensure they would have the funds to pay a loan such as a mortgage if the worst were to happen, to protect key people within a business, or to pay an inheritance tax bill.

We will make a recommendation on what insurance services would be suitable for you after we have assessed your needs.

TYPES OF PROTECTION POLICIES

We advise on the following types of insurance policies:

- life assurance
- critical illness cover
- income protection
- home insurance
- private medical

All insurance policies we can arrange for you are regulated by the FCA.

OUR ADVICE

We offer an advised service for assurance and insurance. We do not offer an execution only or non-advised service.

WE

- use protection providers selected to offer suitable cover to meet your protection needs.

YOU

- are responsible for providing us with complete and accurate information about your personal and financial circumstances and your objectives, as any advice we give you and information we supply to product providers will be based upon your disclosures to us.
- should retain the confirmation we send you as a record of the advice given.
- should check that the acceptance terms are correct before any protection policy is put in force.

WE CANNOT:

- be held liable for any delays incurred in the processing of your insurance application that are caused by the product provider however we will actively work to assist the smooth processing of your application.

OUR PROCESS

During the initial consultation we will complete a Client Questionnaire to enable us to give appropriate advice on your protection needs and other related insurance products. Once we have made our recommendations to you, we will confirm our advice in writing. Details of any products applied for will be confirmed by the insurance provider in Acceptance Terms.

ASSURANCE & INSURANCE FEES

We do not charge a fee for Life Assurance, Critical Illness, Income Protection Home Insurance, and Private Medical Insurance. We will be paid by commission from the insurance company. This payment is included in the premium.

You will receive an illustration which will tell you about any other fees or charges relating to any assurance or insurance policy.

CHANGES TO YOUR PROTECTION NEEDS

It is important to ensure your current protection plans and provisions remain in line with your requirements, which may change over time. Taking this into consideration, feel free to contact us at any time if you would like us to review your protection needs. We are paid commission from the assurance/insurance provider when arranging your protection policies, and we do not charge a fee to review your arrangements.

WHAT SHOULD I CONSIDER?

Every client has a different need based on their own individual circumstances.

Here are some things you may wish to consider:

- Is your family protected financially should you die?
- Would you like to pay off large debts such as a mortgage in the event of death?
- Would you like a lump sum or an income should you be seriously ill?
- Would you like an income in the event of being off sick if your salary reduces or stops?
- Would you like to top up sick pay provided by your employer?
- Would you like to continue to be able to pay your outgoings in the event of accident or illness?
- Would you like to avoid having to use your savings or sell your home?



YOUR PROTECTION

COMPLAINTS

We always endeavour to give the highest quality service and advice; however, there may be times when you feel you do not receive the service you expect.

If you have a complaint, please get in touch with us using the contact details below in the first instance. We will do our best to investigate your concerns, look into things properly, and respond to you as quickly as we can.

We will provide you with a summary of our complaints procedure when we acknowledge your complaint as well as on request.

Quilter Financial Planning Complaints Department
Sunderland SR43 4JR
Email: QFPcomplaints@quilter.com
Tel: 0191 241 0700

THE FINANCIAL OMBUDSMAN

If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service using the contact details below. Please be aware that you may not be entitled to refer your complaint to the Financial Ombudsman Service if your product is not regulated by the FCA (for example, a buy-to-let mortgage).

Telephone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. In the unlikely event that we cannot meet our obligations, you may be entitled to compensation from the FSCS. This depends on your type of advice/product, and the circumstances of your claim. The FSCS covers eligible claims up to the following limits:

- 100% protection for long term insurance;
- 90% protection for all other kinds of insurance, including general insurance.

Further information about compensation scheme arrangements including the conditions governing compensation and how to obtain compensation is available from the FSCS at www.fscs.org.uk.

DATA PROTECTION AND YOUR RIGHTS

The personal information you provide will assist your financial adviser in offering you suitable advice. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) under UK law.

Lifetime Wealth Management and Quilter Group process 'special category data' on the lawful basis of 'substantial public interest'.

For further information on how Quilter uses your personal data and your rights, please see their [Privacy Notice](#). A printable version can be provided on request.

For further information on how we use your personal data, please see our [Privacy Notice](#) on our website.

If you have any enquiries relating to the personal data that Quilter may hold about you, how your personal data is processed, or how to exercise your rights you can contact their Data Team, at QFPdataguardian@quilter.com.

From time to time, we may want to send you relevant marketing electronically from both ourselves and Quilter. You can unsubscribe at any time.

CANCELLATION

You can cancel these terms of business at any time without penalty. This will not affect any outstanding transactions being carried out on your behalf and you may still have to pay a fee to us – see the previous fee pages for more information.

To cancel these terms of business you should notify us using the contact details at the foot of each page of this document.

OTHER IMPORTANT INFORMATION

VAT

In most instances, our fees are exempt from VAT. However, if VAT is payable, we will tell you.

The fees set out in these terms do not include VAT unless stated otherwise. If VAT does apply it will be charged on top of the stated fee. The law on which services are and are not subject to VAT may change in the future.

CLIENT MONEY

We do not handle client money. We never handle cash and will only accept a cheque made out to us or bank transfer, in settlement of advice and service fees. Our preferred method of payment is bank transfer.

YOUR DUTY TO DISCLOSE INFORMATION

The financial advice and recommendations we provide are based on your personal financial circumstances and objectives that you disclose to us. We will confirm these and the reasons for any recommendation in our advice. It is important that the information you give us is accurate and a true reflection of your current circumstances, as that will form the basis of the advice and recommendations that we give.

You must provide complete and accurate information to product providers such as insurance, mortgage or investment companies. If you don't disclose relevant information or a change of circumstances, your policy, mortgage or investment product may be invalidated - for example, an insurance claim may not be paid. We strongly recommend that you thoroughly check the information you provide before you submit it.

ADDRESSING FINANCIAL CRIME

We are required to comply with laws and regulations designed to prevent money laundering and other financial crime. Our responsibilities include verifying the identity and address of our clients and anyone making payments on their behalf. If asked, you must supply proof of your address and/or identity.

Identity verification checks include electronic searches of the electoral register and the use of credit reference agencies, which will result in a soft footprint on your credit file. This footprint is not visible to other financial service providers and does not affect your credit rating in any way. Your acceptance of these Terms represents your permission for us to carry out these checks.

CHANGES TO THESE TERMS

We may change these Terms, including our fees and commission rates, from time to time in whole or in part. We can change these Terms:

- to reflect changes in the costs or charges that we incur or expect to incur in providing our services, including changes in the rates of tax or how it is applied
- to reflect current or future changes in law, FCA rules or market practice, or decisions of the Financial Ombudsman Service
- to meet regulatory requirements, industry guidance or best practice, or the requirements of any of the firms whose products or services we make available to you
- to allow us to introduce new systems, products or services or to reflect changes in the way we deliver our services to you
- to reflect how our services are used and ensure the costs of our services are allocated fairly
- to make these Terms easier to understand, fairer or to correct errors.

We will give you at least 30 days' notice of any change to these Terms that may be detrimental to you, unless we are required to make the change sooner.

These Terms are based on our understanding of the law and regulations when the Terms were written. If there is a change to the law or regulations, or how they are interpreted, we will not be liable for any loss that may result.

CONFLICTS OF INTEREST

To ensure client interests are always put first, we operate a robust conflicts of interest policy. If a potential conflict of interest arises, it will be actively managed, and we have arrangements in place to ensure good outcomes for our clients.

LANGUAGE

Unless agreed by us, all communication will be completed in English. We will communicate in a manner that is convenient to you; this could include face-to-face meetings, post, e-mail and by telephone using the contact details shown on the front of these Terms.

THE LAW WE OPERATE UNDER

These Terms are governed by and construed in accordance with the laws of England and Wales. In relation to any dispute, if you live in England, you and we agree to submit to the exclusive jurisdiction of the courts of England. If you live in Scotland or Northern Ireland, you and we agree to submit to the exclusive jurisdiction of the courts of Scotland or Northern Ireland respectively.

All advice will be conducted in the UK. We do not have permission to give advice when either you or your adviser is located outside the UK.

SUPPORTING YOUR NEEDS

All customers can potentially face difficulties. However, these difficulties can be made worse for customers with additional needs. These needs might relate to health, life events or communication issues.

Quilter offers various services for people with additional needs. You can find more information at www.quilter.com/help-and-support/supporting-customers-with-additional-needs. If you can't find what you're looking for, please get in touch and we'll do our very best to help you.

A paper copy of this document is available on request.

If you would like this document or any other document in an alternative format e.g. Braille, Clear and Large Print or Audio documents (Cassette, CD, MP3 or Wav) or in other languages, please let us know.

Date this document was issued to you

Client name:

Client name:

