

David F. Hook



Insurance Brokers & Independent Financial Advisers

Rigton Croft, Scarsdale Lane, Bardsey, Leeds, LS17 9BH. Telephone 01937 572996 Fax 01937 574642
www.davidhook.co.uk email info@davidhook.co.uk

Terms and Conditions of Business

Regulators Statement

Date ___/___/___

Those who advise on life assurance, pensions, or unit trust products are EITHER Independent Advisers OR representatives of one company. Your adviser is **INDEPENDENT and will act on your behalf in advising you on life assurance, pensions, or unit trust products. Because your adviser is Independent he or she can advise you on the products of different Companies.**

David F. Hook Independent Financial Advisers and are regulated by the Financial Services Authority (the FSA) and are bound by FSA's Rules.

We are not tied to one company's products and, therefore, are able to be impartial when giving advice and on arranging life assurance, pensions, investments in authorised unit trusts, personal equity plans and ISA's.

David F. Hook Independent Financial Advisers are also able to advise on mortgages and general insurances, and other products and services, which are not regulated by the FSA because they are outside the Financial Services and Markets Act 2000. There is no compensation scheme for such products and services.

INDEPENDENT FINANCIAL ADVICE - We offer Independent Financial Advice, but occasions can arise where we, or one of our other customers, will have some form of interest in business, which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

COMMISSIONS - We derive income from commission paid to us in respect of transactions in life assurance, pensions, ISA's, unit trusts and other regulated collective investment schemes and in investment trust companies' shares held in a PEP or regular savings scheme. We shall tell you the amount of commission payable to us on any such investment.

We will tell you the amount of commission or any other form of benefit from the issuer of a security or from another intermediary.

CHARGES - Where, on receipt of instructions from you, a financial report is prepared or additional work has to be undertaken that does not relate to investments on which commission is payable, or advice is given but no transaction arranged on your behalf, a fee may be charged. Where we propose to charge a fee we shall agree the rate with you prior to any work being carried out. Any fee payable will be offset against any commission received under transactions effected in pursuance of any recommendations contained in a report prepared by us.

CANCELLATION OF LIFE POLICIES - If we arrange for you to take out a life policy we will not normally charge you a fee for our services because we will receive commission from the life office.

IF YOU SUBSEQUENTLY CEASE TO PAY PREMIUMS ON THE POLICY and in consequence we are obliged to refund commission that has been paid to us, WE RESERVE THE RIGHT TO CHARGE YOU A FEE based on the number of hours spent in advising you and arranging the policy, BUT WE WILL NOT CHARGE A FEE IF YOU EXERCISE THE RIGHT TO CANCEL THE POLICY IN ACCORDANCE WITH THE CANCELLATION NOTICE SENT TO YOU BY THE LIFE OFFICE.

If we recommend to you any policy to which this paragraph applies we will at the same time inform you in writing of the maximum amount of any such fee and of the latest time at which we would charge it.

REVIEW - When we have arranged any investments 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.

ADVICE - 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, although such discretion will not be exercised unreasonably.

RECORDS - We keep records of all your investment transactions for at least six years. You or your appointed agent, have the right to inspect the records at a mutually convenient time. As we treat all our clients' records as confidential, we reserve the right to give you copies of your records, where in certain circumstances to release the original would compromise other clients' confidentiality.

REGISTRATION AND POLICY DOCUMENTS - We will register all investments in your name unless otherwise first agreed in writing. All contract notes and documents of title in respect of your investment 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 and then we shall forward them to you.

CLIENT PROTECTION - We maintain professional indemnity insurance. If you make a valid claim against the firm in respect of the investments we arrange for you and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme; details of the cover provided by the Scheme are given in a leaflet which we will send you at your request. Further information is available from the Financial Services Authority, and the Financial Services Compensation Scheme.

THIRD PARTY RIGHTS - These terms of Business exclude any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999

COMPLAINTS - If you have a complaint about the advice you receive or a product, which you have bought, please write to the Compliance Officer at the above address. We will supply a copy of our formal complaints procedures upon request or upon receipt of a complaint. If we are unable to resolve a complaint to your satisfaction you may have a right to take your complaint to the Financial Ombudsman Service.

TERMINATION - You, or we, may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect immediately upon receipt of the notice. Termination will not prejudice the completion of transactions already initiated or any rights or obligations already arising.

LOCUM - We have only one principal who is responsible for the day to day conduct of investment business. If he were unable to conduct business (say through illness), we would not want your interests to suffer. We have therefore made a formal arrangement with David Jonathan Hook, An Independent Financial Adviser of Rigton Croft, Scarsdale Lane, Bardsey, Leeds, LS17 9BH to carry out our investment business obligations if we are unable to conduct investment business for you for more than 21 days.

CLIENT MONEY

WE DO NOT HANDLE CLIENT'S MONEY.

We never accept client cheques made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you a fee note), or handle cash.

DATA PROTECTION AND DIRECT MARKETING - Information held about you

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. By agreeing to these Terms and Conditions of Business:

- 1- You agree that the information we hold about you can be held on computer and/or paper files.
- 2- You agree that any information, which you give us may be disclosed to third parties (e.g. credit reference agencies and product providers) for the purposes of processing your application.
- 3- You agree that we may use the information that we hold about you to contact you from time to time by post, fax, e-mail or telephone to bring to your attention additional products and services, which may be of benefit to you.
- 4- We agree that any consent given by you under paragraph 3 above may be withdrawn by you at any time by contacting us in writing at the address above.