

Treating Customers Fairly

The Financial Service and Markets Act 2000 requires that we explain the main aspects of the way we operate, how this affects you, the client, and is intended to be informative.

This document is important to you and contains a comprehensive explanation of your rights and the service you can expect from us.

This **Treating Customers Fairly** documentation forms part of our **Terms of Business**. Our Terms of Business, which constitutes our written agreement with you in accordance with the Financial Services Authority's Conduct Of Business Sourcebook's rule 8.1.2 R, will be effective from the date of receipt (download) of this document but may be amended following any initial interview intended to ascertain your current financial situation, objectives, and attitude to financial risk. Any such amended Terms of Business will be sent to you within 10 working days of that interview. However, irrespective of any amendments arising from such interviews, we reserve the right to amend the terms of this TCF document without your consent but we will give at least 10 business days notice before conducting relevant business unless we consider it impracticable to do so under the circumstances existent at that time.

1. Facts about our status

Endowment Surrender Plus is an appointed representative of Becque Wayman Investments Limited, who are Independent Financial Advisers. **All** holistic advice is provided through Becque Wayman Investments Limited and their contact details for communication is 12 Barkers Lane, Sale M33 6RG Telephone 01619697111. Both firms are authorised and regulated by the Financial Services Authority under chapter 8 of the Financial Services & Markets Act 2000 and bound by the FSA's rules. All individuals employed by or contracted to Becque Wayman Investments Limited and it's appointed representatives to provide regulated advice are registered in accordance with the rules.

We may conduct business for clients who's permanent residence is outside the UK in accordance with our registered pass port agreement with the country of residence.

As Independent Financial Advisers we have no affiliations or allegiances to any third party and our mandatory duty is to act honestly, fairly and professionally in the best interest of our clients.

2. Facts about our services

We are authorised to provide both investment and non-investment advice and arrange and effect a wide range of financial services. When selecting a product for you we will consider the whole of the market place and make a personal recommendation based on a fair analyses of the market. Our agreed scope of permissions can be summarised as:

- Advising on investments (except on Pension Transfers and Pension Opt Outs)
- Agreeing to carry on a regulated activity
- Arranging (bringing about) deals in investments
- Making arrangements with a view to transactions in investments

Further details of the classes of services and products contained under the regulator's headlines can be found on the FSA's website using our firm's registration number 170591. The web address is www.fsa.gov.uk and select register.

If you make a valid claim in respect of these investments or products that we have arranged 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 are explained under Section 13.

Some products or services are not regulated by the FSA and we will inform you if this applies to any recommendations we may make.

3. Facts about our records

We will, if required by you or your agent, supply copies of contract notes, vouchers and copies of entries in books, records and computerised records relating to you in accordance with the Data Protection Act 1998 as amended. We undertake to maintain such records for a period of at least six years from the date of each transaction for you. In certain situations we will maintain the records for longer periods.

4. Facts about our personal interests

We undertake not to transact for you, business in which we or one of our other customers or any director/partner/employee has a known interest, or we become aware that these interests conflict with yours, unless that interest is first disclosed in writing and your consent obtained.

In the event of an agreed conflict of interest we will provide you with current information whenever requested to do so.

5. Facts about how to communicate with us and how to give us instructions

Normally, we ask clients to give instructions in writing by completing the relevant application form and signing the appropriate declaration. In respect of GPP members we are usually instructed by the Employer. Our authority to act on your behalf in accordance with our Terms of Business can be terminated at any time by either side in writing, without prior notice and without penalty. This will be effective from the date the notification is received from you or where proof of posting to your last known address is the only evidence available. However, if transactions already initiated remain outstanding, the notification will only be effected once these have been completed. At our sole discretion we maintain a right not to act on your instruction and in such rare occasions we will tell you so in writing.

Becque Wayman Investments Limited will normally not transact "execution only" business. The exception being in situations where you can demonstrate sufficient understanding of the issues involved to provide your written instruction prior to execution. Endowment Surrender Plus provides a non advised facilitation service via it's website.

6. Facts about client classification

As a general rule we will classify all clients as retail clients. It is possible for clients qualifying under FSA rules COBS 3.5 or COBS 3.6 to be classified as

either a “professional client” or an “eligible market counterparty”, thereby foregoing some of the protection offered under the FSMA, by agreement with the firm.

7. Facts about ownership of your investments

As intermediaries we never own the investments you buy or transact through us. All investments will be registered in the name(s) of the principal client(s) unless otherwise agreed in writing. We will forward to you all documents showing ownership of your investments as soon as it is practical after we receive them. Where a number of documents relating to a series of transactions are involved, we may retain each document until the series is completed and then forward them to you. In some cases the documentation will be sent to you direct from the product provider.

Where we provide advice on a non-packaged product you will not have post sale cancellation rights. However, you will have a period of at least seven days from the date you sign the application to withdraw from the agreement.

8. Facts about any restrictions placed on our recommendation

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk, financial position and any instructions you wish to make regarding the type of policies you are willing to consider.

Unless advised to the contrary, it will be deemed and agreed that you wish to place no restriction on the types of general insurance policies, investments or loan terms we may recommend and in which you subsequently take out. Furthermore, unless advised to the contrary it will be deemed that you wish to place no restriction on the markets in which transactions are to be executed.

In the event that we assist you in completing any application form or other document you will be solely responsible for the accuracy and completeness of the information. It is for you to ensure the inclusion of all material facts as any omissions, wilful or otherwise, may result in an investment or protection policy being adjusted, made void and any claim made against such contract may be refused.

9. Facts about the cost of our service

Our service is not free. We will discuss your payment options with you and answer any questions you may have prior to offering any service or advice. We will not charge you anything until you have agreed how we are to be paid. We have two separate payment methods available.

Paying by fee. Whether you buy a product or not, you will pay us a fee for our advice and services. If we also receive 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 (see section 14). Any incidental or trivial trail commission (typical less than £200 per annum) will belong to us. If you chose this option we will confirm the exact arrangement in a separate fee agreement.

Paying by commission (or product charges). If you buy a financial product, we will normally receive commission on the sale from the product provider. Although you pay

nothing up front, that does not mean our service is free. You will pay us indirectly through product charge. 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. We will tell you how much the commission will be before you complete an investment, but you may ask for this information earlier. As the earnings period of such commission is usually over a number of years we may charge you for any repayments of such commission we are obliged to make if you cancel the product early.

10. Facts about ongoing service

When we have arranged any investments for which you have given instructions we will not give you any further advice unless you request it or we have a separate written service agreement, but we will be glad to advise you at any time you ask us to. Where we are obliged to undertake mandatory reviews we will do so.

11. Facts about UK Money Laundering Regulation 2003, Proceeds of Crime Act 2002, Terrorism Act 2000 and the Anti-terrorism, Crime and Security Act 2001.

We are obliged to conform with the above Acts and also adhere to the guidance notes issued from time to time from the Joint Money Laundering Steering Group which require financial institutions to verify the identity and place of residence of each investor. We will also request that you inform us how any monies being invested were obtained or accumulated. This process may require sight of certain documentation. If you provide false or inaccurate information and we suspect fraud or money laundering we will record this. We will **not** forward any applications or money to third parties or product providers until our verification requirements have been met. We take no responsibility for any delay in investing or instruction of protection cover where money laundering verification is outstanding. In circumstances where sufficient verification is not received in a timely manner after we have received completed applications, the application(s) and any monies may be returned to you uninvested or uninstructed.

12. Facts about data protection

Information provided by you may be held, processed, disclosed and used by ourselves, professional advisers and any associated companies in servicing our relationship with you. However, strict confidentiality will be maintained at all times. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information. This information may be disclosed to third party product providers in the course of providing our analysis and servicing of our relationship with you. No information will be passed to another party without your prior consent unless we are legally obliged to do so.

It is our practice to route personal data containing individuals, including minors, in a stable family group at one address through the head of the family, or nominated representative. As soon as we become aware of a change of circumstances, such as divorce, we require written consent to release personal data about one, to another, member of a family group.

You also agree that for the purposes described above your data may be transferred to countries outside the European Economic Area (EEA).

We may use and analyse your data, including the nature of your transactions, to provide you with information by post, telephone fax or e-mail to service and update

you, as well as informing you of new investment opportunities. In addition, you will be sent our general newsletters from time to time.

If you would prefer to be excluded from these services, please write to Mr. Martin Becque, Data Protection Officer, at 12 Barkers Lane, Sale M33 6RG Telephone 01619697111. Becque Wayman Investments Limited, is registered under the Data Protection Act 1998 and performs the role of Data Controller for business conducted in its name.

13. Facts about how to complain

We take every care to provide the highest standards of service. However, in the event of a complaint, you should contact Mr. Martin Becque, Director and Compliance Oversight Officer, at 12 Barkers Lane, Sale M33 6RG Telephone 01619697111, who will acknowledge the issue and send you a copy of our internal complaints procedure. The matter will be investigated in line with our procedures and our findings reported to you. If you are still not happy with the outcome, you then have the right to forward any eligible complaint to the Financial Ombudsman Service and the details on how to do so will be sent to you.

We are covered by the Financial Services Compensation Scheme. 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. Financial advising and arranging is covered for 100% of the first £30000 and 90% of the next £20000, so the maximum compensation is £48000. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

14. Facts about Client Money

WE DO NOT HANDLE CLIENTS' MONEY. We never accept a cheque made out to us (unless it is settlement of charges for which we have sent you a bill) nor handle cash.

In relation to section 9. refund of commission you should note that all trail/renewal commissions received by us above the agreed trivial limit and all initial commission to be rebated to you, in respect of any transaction arranged, is, and will remain, the property of Becque Wayman Investments Limited, until such time as previously agreed all or part of that commission is refunded to you. Interest on any such sums will not be payable unless agreed otherwise.

15. Facts about our Professional Indemnity & other safeguards

In addition to the Financial Services Compensation Scheme (to which we are party through our FSA authorisation) we are also insured for negligence, by any member of staff.

For your protection, Becque Wayman Investments Limited is licensed by the Office of Fair Trading under the Consumer Credit Act, registered under the Data Protection Act 1998 and authorised and regulated by the Financial Services Authority. Most products we recommend are also covered under the Policy Holders Protection Act 1975 (we will alert you if this is not the case)