

TERMS OF BUSINESS

THIS DOCUMENT IS IMPORTANT PLEASE READ IT AND RETAIN IT FOR REFERENCE

REGULATOR'S STATEMENT

Your adviser is independent and will act on your behalf in advising you. The boxes highlighted below detail the types of business your adviser is authorised to provide advice on.

Investment business

Insurance business

Mortgage business

1. These terms of business should be read in conjunction with the Keyfacts about our services and Keyfacts about the cost of our services (for investment business only).
2. Your Adviser is independent and acts on your behalf as your agent. Your Adviser is able to provide independent advice on the products of different companies from the whole of the market. The regulated products which your Adviser may advise on or arrange include life assurance, pensions and investment products such as unit and investment trusts, personal equity plan ("PEP") transfers, individual savings accounts ("ISA"), mortgage products, general insurance and tax planning schemes such as Venture Capital Trusts, Enterprise Investment Schemes.
3. Your Adviser may provide independent advice on, or arrange, some products and services which are not regulated by the FSA, such as debt counselling and unsecured loans. Your Adviser may also provide advice on unregulated collective investment schemes.
4. Under separate cover, your Adviser will set out your 'objectives' on which the authority of your Adviser to act on your behalf is based and any restrictions you wish to impose on your Adviser are recorded.
5. It is your responsibility to provide complete and accurate information to your Adviser. A failure to do so, or a failure to inform your Adviser of any subsequent changes may affect the quality of advice you receive. A failure to provide your product provider with complete and accurate information, or to notify your product provider of any change in the information previously disclosed, may invalidate your policy. It is not the responsibility of your Adviser or LighthouseXpress Limited ("LighthouseXpress") to verify any information that you provide to us, or to ensure that the information is complete before passing it on to an insurer or other product provider.
6. Where mortgage advice is being given, your Adviser will complete a detailed fact find to enable appropriate advice to be given to you. The advice will be confirmed in writing. Details of the loan can also be found in the lender's offer letter and Key Facts Illustration. These records are important and should be kept by you in a safe and accessible place for the duration of the mortgage.
7. In respect of mortgages your Adviser will provide you with information relevant to your mortgage needs, including an explanation of the main repayment methods and the implications of taking out a mortgage. Your Adviser will explain to you if the range of repayment methods offered is limited in any way, or if your Adviser is not authorised by the Financial Services Authority to provide investment advice.
8. It is important that you read and understand any policy documentation or terms and conditions provided to you. Please ask your Adviser if you have any queries. Enquiries can also be directed to your product provider, insurer or mortgage lender at any time.
9. Your Adviser's authority to act on your behalf under these terms of business may be terminated by you or your Adviser at any time, without incurring more cost to you other than any fees already incurred. (Investment business only - You must give a minimum of 7 days' notice to us in writing. Your Adviser will provide a notice of termination consequences tailored to your circumstances. If you wish to know the consequences of termination before you decide to issue us with notification of termination your Adviser will write with the list of consequences within 14 days of a request).
10. In order to avoid possible disputes, you are required to give your instructions to your Adviser in writing. Oral instructions may be accepted provided they are subsequently confirmed by you in writing. If not confirmed, your Adviser may still act on your instruction but will not be obliged to do so.
11. These Terms of Business are governed by the law of England and any disputes are to be dealt with within this jurisdiction.
12. Your Adviser offers independent financial advice, but occasions can arise where your Adviser, LighthouseXpress, or one of our other clients, will have some form of interest in the business which is being transacted for you. If this happens, or if LighthouseXpress becomes aware that our interests or those of one of our other clients may conflict with your interests, your Adviser will inform you in writing and obtain your consent before carrying out your instructions.

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13. Your Adviser will act as your agent in advising you and arranging investments, insurance and mortgages. All investments, insurance and mortgages purchased or arranged through your Adviser will be registered in your name unless otherwise instructed in writing. Any relevant documents sent to your Adviser for onward transmission will be forwarded to you as soon as practicable. Where a number of documents relating to a series of transactions is involved, your Adviser may hold the documents until the series is complete and then forward them to you. Your Adviser is not permitted to hold documents indefinitely on your behalf.
14. If applicable, your Adviser will advise you on your right to cancel or withdraw from a product at the time of sale. However your Adviser is not obliged to write to you to update that advice or to remind you of those rights once the sale is completed
15. Your Adviser will not sign any documents on your behalf and will not accept any power of attorney or other authority to do so.
16. When your Adviser has arranged any investments or mortgage for which you have given instructions, your Adviser will not, unless otherwise agreed in writing, give you any further advice or add to that advice unless you request it, but your Adviser will be glad to advise you further at any time at your request.
17. LighthouseXpress operates on a fee paying and/or commission basis. We derive most of our commission income from transactions in life assurance, pensions, PEP transfers, ISAs, unit trusts and other regulated collective investment schemes and in investment trust companies' shares held in a ISA or regular savings scheme. Your Adviser will tell you the amount of commission payable to us on any such investment. If we receive commission or any other form of benefit from any other regulated product or service, your Adviser will inform you but your Adviser will only tell you the amount on request.
18. If Section 4 of the Keyfacts about our services or the Keyfacts about the cost of our services shows a fee is payable you will be asked to sign a separate Fee Agreement which will state the services to be provided and how the work will be costed.
19. Your adviser is not authorised to handle client money. All cheques for premiums, investment monies of any kind or lender and professional fees must only be made payable to the life assurance company, friendly society, investment management group or firm providing the product or service concerned. (Mortgage business only – Money deposits in respect of property purchases must only be paid to the solicitor or conveyancer handling the legal transactions relating to the purchase. Under no circumstances should a cheque for premiums or investment monies of any kind be made payable to, or cash given to, your Adviser or LighthouseXpress (except in the payment of invoices issued by LighthouseXpress under a Fee Agreement).
20. Personal data and information supplied by you will be used by your Adviser and LighthouseXpress for the purpose of processing any transaction your Adviser has advised on or arranged. Wherever possible, your Adviser and LighthouseXpress will keep records of all transactions for at least 40 years. Your personal information will be treated as private and confidential (even if you are no longer a client) except where disclosure is made at your request or with your consent or as required by law. From time to time the FSA may audit our activities and inspect your file.
21. You have the right of access under the Data Protection Act 1998 to inspect the personal information that we hold about you.
22. In considering your requirements, and to check against fraud and money laundering, we may search your records at or disclose personal information to credit reference agencies and fraud prevention agencies. They will add details of our search to your records. If you give us false or inaccurate information we will record this.
23. In the interest of security, we may monitor and/or record your telephone calls with us. Your Adviser will make and retain photocopies of passports, driving licences and other identification which you provide for money laundering prevention purposes.
24. LighthouseXpress maintains professional indemnity insurance and policy details are available, upon request. Neither your Adviser, LighthouseXpress, nor our employees and agents will be liable for any loss suffered by you under these terms of business, unless such loss arises from our or their negligence, wilful default, fraud or breach of FSA rules or regulations. Please also see the Section in the Keyfacts about our services titled 'Are we covered by the Financial Services Compensation Scheme ("FSCS")'.
25. LighthouseXpress may transfer all or any of its rights and obligations under any agreement entered into with you, to persons or institutions at its discretion.
26. LighthouseXpress may change these terms of business by giving you ten business days' notice. These terms take effect from the date of issue of these Terms of Business.
27. We may use, analyse and assess information held about you with other members in the Lighthouse Group. Lighthouse Group means Lighthouse Group plc, its subsidiaries and associated companies. Your Adviser, LighthouseXpress or other members of the Lighthouse Group may use your information to keep you informed by post, telephone or other means about products and services which may be of interest to you. If you do not wish your information to be used in this way please tick the box below.