



# About Us

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## Authorisation Statement

DRC Associates Ltd is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and their address is 12 Endeavour Square, Stratford, London, E20 1JN. You can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register) or by contacting the FCA on 0800 111 6768. Our Financial Services Registration number is 789032.

## Our Services

DRC Associates Ltd is able to act on your behalf in advising you on Investments, Pensions, General Insurance contracts and non-investment Protection contracts. We offer products and services on:

- **Investments and Pensions** - we offer an Independent advice service. We will recommend investments based on a comprehensive and fair analysis of the market. We place no restrictions on the Investment Markets we consider before providing investment recommendations, unless you instruct us otherwise. We will however only make a recommendation when we know it is suitable for you
- **General Insurance contracts** - we offer General Insurance contracts (e.g. buildings and contents, commercial insurances), giving an independent advice service on a "fair and personal" analysis of the market
- **Non-Investment Protection contracts** - we offer Non-Investment Protection products (e.g. term assurance, income protection and critical illness) , giving an independent advice service on a "fair and personal" analysis of the market

## Our Relationship with You

Unless we notify you in writing to the contrary, we will treat you as a "retail client" for investment business. This means that you are given the highest level of protection under the UK's regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Before providing advice, we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not wish to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This may have a bearing on the advice that might have been given.

Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. Our communications will be in English.

We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings. We will confirm any recommendations we make in writing (our suitability report), along with details of any special risks that may be associated with the products or investment strategies we've recommended.

To provide our services properly we'll need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services. For further details on how we process personal data, please refer to Appendix A at the foot of this document.

## Our Ethical Policy

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- Be open, honest and transparent in the way we deal with you
- Not place our interests above yours
- Communicate clearly, promptly and without jargon
- Seek your views and perception of our dealings with you to ensure it meets your expectations or to identify and improvements required

## **Recording Telephone Calls**

To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we will record and may monitor your telephone communications or conversations with us.

Copies of our telephone recordings will be available on request, for a period of 5 years after the recording was made.

## **Best Execution**

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

We have a best execution policy. If you want to see a copy of it please ask us.

## **Anti-Money Laundering**

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We will verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

## **Conflict of Interests**

We will act honestly, fairly and professionally known as conducting business in 'Client's best interest' regulations.

Although we will always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure you are treated fairly.

We have a conflicts of interest policy. If you want to see a copy of it please ask us.

DRC Associates Ltd is owned by Insight Financial Associates Ltd who has non-voting shares in a company Platform One. Platform One is an administrative platform which we may use to manage your investment portfolio. This shareholding does not alter our regulatory responsibility to provide you with impartial advice, and so should not influence our advice to you. Please ask if you want to discuss this in further detail.

If we refer you to Property Investor Partnership or make a product recommendation held with them, Mr Jason Howard, a Director of Insight Financial Associates Ltd, is also a Director of Property Investor Partnership. This does not alter our regulatory responsibility to provide you with impartial advice, and so should not influence our advice to you. Your adviser may receive remuneration from Property Investor Partnership for making referrals or recommendations to them. Please ask if you want to discuss this in further detail.

## **Client Money**

DRC Associates Ltd is not permitted to handle client money in respect of Investments & Pensions and Non-Investment Protection contracts and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

## **Law**

This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

## **Cancellation Rights**

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights, along with any other early termination rights and penalties.

If you decide to cancel an investment contract, you may not get back the full amount you invested due to market movements or the provider's terms and conditions. DRC Associates Ltd will not be responsible for any losses in these circumstances.

## **Amendments**

From time to time it may be necessary to amend the terms set out in this agreement, but it is not required to issue a new agreement. If this is the case, we will write to you with details of the changes.

## Benefits We May Receive

Under the rules of our regulator, the FCA, as a firm providing independent advice, we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.

From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this does not affect our obligation to act in your best interests. Please ask us if you want further details.

## Discretionary Fund Managers

We may, where appropriate, recommend holding some, or all of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we will explain the respective responsibilities of ourselves and the DFM in relation to your investments.

In some circumstances we may need to act as your 'agent' in relation to the part of your portfolio held with a DFM. This means that you will not have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. Before setting up this type of arrangement we will explain the implications to you.

## Legal & Accountancy Advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant. We do however have links to these services which will be able to aid you in these areas.

## Complaints

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.

- Telephone: 01603 268080
- Email: [complaints@insightifa.com](mailto:complaints@insightifa.com)
- In writing: Antony Howard, Insight House, 7a Alkmaar Way, Norwich International Business Park, Norwich, NR6 6BF

We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services businesses and their clients. Full details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

You may be able to claim compensation from the FSCS if we cannot meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

**Investments** - eligible claims for most types of investment business are covered for up to 100% of a claim a maximum of £85,000.

**Insurance** - in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## Termination

You or we may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will be subject to a 20 day termination notice period.

Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.

You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.



*Example 1: if we arrange an investment on your behalf for £10,000 our implementation fee would be £300. As this amount is less than the 'financial review and recommendation' fee (i.e. £500) we would charge you £200 as the balance. Your total cost will be £500.*

*Example 2: if we arrange investments on your behalf totalling £200,000 our implementation fee would be £6,000. As this exceeds the 'financial review and recommendation' fee no other charges would be applied. Your total cost will be £6,000.*

### **Regular Premium Savings or Investments**

**IMPLEMENTATION COST:** Our charge for implementing a regular premium savings or investment plan where there is no lump sum investment is 50% of the first year's premium, subject to a minimum fee of £500. You can pay this under either of the two options listed below:

#### **Option 1**

You can pay this directly on commencement of the contract. On receipt of this payment we will waive our 'financial review and recommendation' fee by the same amount with any balance falling due at the same time.

*Example 1: if your monthly contribution is £50 our implementation fee would be £300. As this amount is less than the 'financial review and recommendation' fee (i.e. £500) we would charge you £500 as the minimum fee. Your total cost will be £500.*

*Example 2: if your monthly contribution is £200 our implementation fee would be £1,200. As this exceeds our minimum fee no other charges would be applied. Your total cost will be £1,200.*

#### **Option 2**

You may be able to pay the implementation fee through your contract. The payment will be deducted from the monthly contributions during the first year. Where we receive such payments we will waive our 'financial review and recommendation' fee by the same amount and any balance due at the end of the first year would be charged to you.

*Example 1: if your monthly contribution is £50 our implementation fee would be £300. This will be collected by deducting an agreed amount from each monthly contribution until it is paid. As this is less than our minimum fee (i.e. £500), we would charge you £500 as the minimum fee. Your total cost will be £500.*

*Example 2: if your monthly contribution is £200 our implementation fee would be £1,200. This will be collected by deducting an agreed amount from each monthly contribution until it is paid. As this exceeds the minimum fee no other charges would be applied. Your total cost will be £1,200.*

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

*Example: If you invest £200pm per month our total charge will be £1,200. We deduct £100 from each monthly contribution until paid in full. Should payments cease after month 6 (and £600 has been collected) the difference between this and the agreed fee of £1,200 would be charged to you, i.e. £600.*

### **Risks**

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided.

We may occasionally recommend investments that are not readily realisable. We will only do this where appropriate but, if we do, we will draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and in some circumstances, it may not be possible to deal in the investment or obtain reliable information about its value.

### **Commission Payments**

In some limited circumstances (for protection planning business only) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.

## Ongoing Reviews & Changes to Existing Plans

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

We will discuss the full range of our ongoing services during our initial consultation. These services can include, but are not limited to, providing you with:

- Product valuation reviews
- An assessment of your circumstances and any changes to your plans that are needed
- A choice of differing levels of support depending on your needs
- Updates and information regarding your holdings
- Ongoing support with correspondence and administration issues

Details of these different levels of services are contained in the Ongoing Service Engagement section of this document. We will agree separately the level of ongoing services at the time of, or prior to, making our recommendation(s) to you.

**REVIEW COST:** Our costs for ongoing service range from 0.25% to 1% per annum and are pro-rata based on the value of your investment(s) each month.

The amount you pay for a review will fluctuate with the value of your investment. If your investment increases in value the amount you pay us will also increase. If your investment falls in value the amount you pay us will also reduce.

Any change to the level of services throughout this agreement will result in a pro-rata charge being applied.

The charges listed above can in most cases be deducted from your investments or paid directly by you. You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report.

It should be noted that if you choose any of our ongoing management services, the fees can be subject to negotiation depending on the size of the portfolio.

*Example 1: if your investments are valued at £50,000 and you have selected the Transactional service (0.25%) the ongoing management fee you would pay is £125.*

*Example 2: if your investments are valued at £100,000 and you have selected the Financial Planning service (1%) the ongoing management fee you would pay is £1,000.*

*Example 3: if your investments are valued at £250,000 and you have selected the Wealth Management service (1%) the ongoing management fee you would pay is £2,500.*

*For details of the differing service levels and the benefits they include, please refer to page 13 of this document.*

If you wish to pay directly you can spread the payment over a 12 month period. You can arrange for a standing order to be set up on a monthly basis at 1/12 of the fee agreed. Please note that as the payments are already paid annually in arrears, any mid-term cancellation will result in a full year's fee becoming due in these circumstances.

Should either party (yourself or DRC Associates Ltd) decide to cancel this agreement to provide ongoing services they must provide written confirmation of their decision and which will be subject to a 20 day notice period. Any fees due to be paid within this notice period will still be due and payable to us.

# Insurance & Protection

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## Our Services and Costs

Similar to our investment services above, we will provide you with an initial consultation and full personal and financial review prior to making our recommendation(s) to you.

We offer an independent advice service and will complete a “fair and personal” analysis of the market before acting as an agent for you, our client, dealing as an intermediary with the provider we recommend.

Should you accept our recommendation(s) we will implement this/these for you. The reasons for our recommendations will also be provided to you in a written report.

**COST:** We will usually be paid by commission from the provider on the commencement of the policy, unless we have agreed a fixed fee. Any commissions due will be disclosed to you prior to a product sale.

You will receive a quotation which will tell you about any other fees relating to the particular insurance policy.



# Ongoing Service Propositions

## For Investments & Pensions Only

We offer three levels of service: **Wealth Management**, **Financial Planning** and **Transactional**.

The service level selected does not impact the way we advise you on any new business transactions. It does, however, impact on the scope and frequency of financial reviews and valuations.

The fees for our ongoing management service as well as the services we provide are set out below. It is NOT compulsory for you to sign up to one of our ongoing services.

### Service Options & Costs

	<b>Wealth Mgmt</b>	<b>Financial Planning</b>	<b>Transactional (Invest &amp; Pensions)</b>	<b>Transactional (Protection)</b>
<b>Annual Cost</b> (based on the total value of your investments)	<b>1%</b>	<b>1%</b>	<b>0.25%</b>	<b>0%</b>
Offer of financial review	6 monthly	Annually	x	x
Minimum annual income to DRC Associates Ltd	*£2,500	*£500	*£100	£0
<i>Example: Cost based on an investment of £300,000</i>	£3,000	£3,000	£750	NA
<i>Example: Cost based on an investment of £100,000</i>	NA	£1,000	£250	£0

\*Subject to negotiation depending on the size of the portfolio

**Please note that where the value of your investment rises, the fees received by us will increase. Conversely, if the value of your investment falls, the fees received by us will decrease.**

Our charges are guaranteed not to increase within the first 12 months of your contract with us. Should we need to increase our charges after this period, you will be given notice of this fact and the opportunity to decide whether to continue with the revised level of charges.

### At Your Financial Review

	<b>Wealth Mgmt</b>	<b>Financial Planning</b>	<b>Transactional</b>
Review of Objectives	✓	✓	x
Identification of other advice needs	✓	✓	x
Review & confirmation of risk profile	✓	✓	x
Review of asset allocation	✓	✓	x
Valuations – at Review	✓	✓	x
Valuations on request	✓	✓	x
Full access to a designated adviser	✓	✓	x
Remote only access to an adviser	x	x	✓
Access to our dedicated support team	✓	✓	✓
Access to our client portal (once available)	✓	✓	✓

You can choose to upgrade your service level by paying us the minimum annual income for the preferred service.

# Declaration & Consent – Part 1

This is our standard Letter of Engagement upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing them. If you do not understand any point mentioned, ask for further information.

I/We acknowledge that this Agreement will come into effect once it has been signed and will remain in force until terminated, subject to a 20 day notice period. This Agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

## **Implementation Costs**

These are agreed on a case by case basis between you and your adviser. All implementation costs will be confirmed to you in writing before proceeding with any transaction which could incur costs to you.

### **Ongoing Management Service Costs**

Agreed Cost or Charge

<input type="checkbox"/>	WEALTH MANAGEMENT service	_____
<input type="checkbox"/>	FINANCIAL PLANNING service	_____
<input type="checkbox"/>	TRANSACTIONAL service	_____

The ongoing management service costs will be paid to us by:-

<input type="checkbox"/>	DEDUCTION FROM THE CONTRACT	<input type="checkbox"/>	DIRECT PAYMENT FROM YOU
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I confirm that details of my policies arranged through or serviced by **DRC Associates Ltd** may be disclosed to either party named below until such time as written instruction is received from the policy holder to the contrary.

<b>Client 1</b>	<input type="checkbox"/>	<b>Client 2</b>	<input type="checkbox"/>
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Please note that you may withdraw this consent at any time by notifying us at our main business address.

Customer/Trustee name(s)	<b>Client 1</b>	<b>Client 2</b>
Customer/Trustee signature(s)		
Date signed		

Adviser Name:	<b>DRC ASSOCIATES LTD</b>
Signed:	Dated:

**Marketing**

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or more of the options:



**I consent to be contacted for marketing purposes by:**

<b>Client 1</b>	<b>Email</b> <input type="checkbox"/>	<b>Telephone</b> <input type="checkbox"/>	<b>Text Message</b> <input type="checkbox"/>	<b>Post</b> <input type="checkbox"/>
<b>Client 2</b>	<b>Email</b> <input type="checkbox"/>	<b>Telephone</b> <input type="checkbox"/>	<b>Text Message</b> <input type="checkbox"/>	<b>Post</b> <input type="checkbox"/>

Please note that you may withdraw this consent at any time by notifying us at our main business address.

## Your Privacy Agreement

**Sensitive Personal Data**

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described in Appendix A we require your consent by indicating your agreement to the following statement:



**I am aware of my rights under the General Data Protection Regulations and consent to DRC Associates Ltd holding and processing my personal data, including special category (sensitive) data, as far as it is necessary for the express purpose of the arranging and administration of financial products.**

<b>Client 1</b> <input type="checkbox"/>	<b>Client 2</b> <input type="checkbox"/>
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Please note that you may withdraw this consent at any time by notifying us at our main business address.

We may also engage the services of third-party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties, please contact us for further information.

Customer/Trustee name(s)	<b>Client 1</b>	<b>Client 2</b>
Customer/Trustee signature(s)		
Date signed		

# Appendix A - Protecting Your Personal Information

- To provide our services properly, we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service, we will need to pass certain personal details to the product or service provider.
- We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- Our Privacy Notice is available on our Group website [www.insightifa.com/privacy-and-cookies](http://www.insightifa.com/privacy-and-cookies). This provides more information about the nature of our personal data processing activities, and includes details of our retention and deletion policies, as well as your rights of access to the personal information that we hold on you.
- As part of this agreement we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- **Special categories of personal data**  
There are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for, we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data, we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.