



Service Proposition and Client Agreement

v2

How we work with you

Intelligent Capital Ltd has one simple goal: to offer you professional, principled and transparent financial planning, and to create relationships based and built on trust. This document is our written promise to live up to that goal, and describes exactly how we'll work with you and the principles we'll follow at all times.

Our services

We always begin with a consultation, at no cost to you, during which we'll describe how we can support your financial goals and help you understand the fees and payment options involved. Our primary focus is financial planning – helping you to achieve your specific goals and objectives.

Our investment service

- We provide independent investment planning based on an understanding of your investment goals and comprehensive, impartial analysis of the market.
- We don't place restrictions on the type of investments we research and recommend, unless you ask us to.
- We'll only ever make investment recommendations we know will be suitable for you.
- It's important to remember that investments carry varying degrees of risk, and that their underlying value can fall as well as rise. You may not get back the full amount invested.

Our protection service:

- Working across a range of providers, we help to protect your financial wellbeing by recommending protection products like term assurance, income protection and critical illness cover.

The basis of our planning

We want to ensure you have the highest level of protection under the current regulatory system, including the right to take any complaint to the Financial Ombudsman Service.

That's why, unless we write to tell you otherwise, we provide planning to you as a retail client for investment business and a consumer for protection business.

Our recommendations

We'll only begin offering planning or recommendations once we have a full understanding of your needs and objectives. We'll also work with you to identify your appetite for risk, and any restrictions you might want to place on the type of product you'd be willing to consider.

We may from time to time offer planning on financial products 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'll tell you when that's the case.

Every recommendation comes with written confirmation of our reasons for making it, along with details of any associated risks. It will also provide full product details including, for example, the minimum duration of the product, any right to cancel (see cancellation rights in additional information), and any early termination rights and penalties that might be involved.

You'll receive all this information before we conclude any contracts to make sure you're completely satisfied that the product we're recommending fits with your needs.

Language

The primary language for all documentation, recommendations and communications we make with you is English, unless we agree otherwise with you at the start of our service.

Your financial planning journey

Getting started

Every client relationship begins with a meeting at no cost to you. It's an opportunity to get to know each other. We'll explain our services and fees, and learn about your individual needs and objectives. We'll also determine your appetite for risk and talk about the investment strategy that will work best for you.

Financial planning

The next step is to prepare your personalised financial planning report. It covers:

- Our analysis of your existing investment and protection arrangements, if you have any
- Lifetime cash flow modelling (where appropriate)
- Presentation of our recommendations for you

We waive the cost of producing this document if you're happy to proceed on the service plan we've recommended. Otherwise the report carries a fee of £1,500.

Next steps and initial investment fees

If you're happy to proceed, we'll begin looking for the right products for you. Fees are structured according to the product type, like so:

1% of the amount invested, subject to a minimum of £1,500.

For example, an investment of £40,000 would be subject to our minimum fee of £1,500.

An investment of £300,000 would mean a fee of £3,000.

Protection products don't carry fees, because there's normally a commission from the product provider. We'll always provide full details of fees along with recommendations.



Our Service Plans

Our relationship with you doesn't end once we've established an investment or protection portfolio. That's only the beginning of a long-term collaboration. We can provide advice on an ad-hoc basis, but we have also structured two ongoing service propositions that help ensure your plan stays relevant and continues to meet your goals.

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

Core plan

- Annual planning meeting, at our offices or via telephone/video conferencing
- Annual assessment of risk appetite and capacity for loss
- Annual allowance checks to make use of your tax allowances
- Ongoing investment management and administration support
- Ongoing access to your adviser and support team
- Online access to product information
- Introduction to other professionals — eg solicitors or accountants — if required
- Topical news and blog updates

If there are any instructions or meetings outwith our annual review, we reserve the right to apply an additional charge which we will agree prior to the work being implemented.

Core plan fees are:

1% of total investments per annum, subject to a minimum monthly fee of £100 per month, subject to a minimum of £1,200 per annum.

For example, total investments of £100,000 would mean an annual fee of £1,200.

Investments of £200,000 would incur an annual fee of £2,000.

Optimum plan

As well as the features of our Core service plan, the Optimum plan includes:

- Face to face planning meeting, or via telephone/video conferencing
- Lifetime cashflow planning linked to your objectives and goals
- Life events modelling and stress-testing plans to make sure they continue to meet your objectives
- Working directly with your other professional advisers, like accountants and/or solicitors
- Additional planning meetings on request, at no additional cost

Our Optimum plan fee is structured in exactly the same way as the Core plan fee, but subject to a minimum monthly fee of £250 which equates annually to £3,000

Ad-hoc and stand alone planning

Our service plans are designed to provide all the ongoing planning and support you need. But there may be times when we need to carry out additional research or provide stand-alone planning.

Where this is the case, we'll always agree a fee with you in advance, based either on a fixed cost or our published hourly rates.

Specialist investments

These fees usually apply to recommendations for specialist investments, such as structured products for example, and involve a flat fee of 3.5% of the investment amount. For example, if you are investing £100,000 in a structured product, our fee will be £3,500.

Hourly rates

Financial planner	£220
Paraplanner	£150
Client services	£100

How to pay

You can choose to make payments to us directly or, where appropriate, we can deduct them from your policy.

Practice and policy

We are committed to providing the highest possible standard of financial planning and service at all times. Your interests are our highest priority, and our systems and procedures have been designed to put you at the heart of everything we do. Our practice and policy statements help ensure we are clear about every aspect of our business with you.

Our ethical policy

We promise that we will:

- Be open, honest and transparent
- Not place our interests above yours
- Communicate clearly, promptly and without jargon
- Ask for your feedback to make sure the way we work meets your expectations, and to identify any improvements that might be needed

Protecting your best interest

We will act honestly, fairly and professionally, and conduct our business in our clients' best interests.

It might sometimes happen that:

- We, or any of our other clients, have an interest in business we're undertaking for you
- We, or any of our other clients, have a conflict of interest in business we're undertaking for you

Where that's the case, we'll write to let you know and to explain the steps we can take to ensure fair treatment to all parties. We'll never go further until we have your consent to do so.



Practice and policy continued

The rules set by the Financial Conduct Authority prohibit us from accepting any payment, commission or non-monetary benefit likely to clash with our duty to our clients.

Our client money policy

We cannot handle client money in cash or by cheque, unless that cheque is for settlement of an invoice.

Your documentation

We'll make arrangements to register your investments in your name, unless you give us written instructions not to. Policy documents are sent to us in the first instance, and we forward them to you as soon as possible after receiving them. It's worth noting that if you're expecting multiple documents relating to a series of transactions, we'll normally wait until the series is complete before sending them to you.

Complaints, compensation, cancellation

Complaints

If you have any complaints about the products and/or services we've recommended or provided, you can call us on 0141 420 2033 or write to our Compliance Manager at Intelligent Capital Ltd, Gresham Chambers, 3rd Floor 45 West Nile Street. Glasgow G1 2PT

Copies of our internal complaints handling procedure are available from our Compliance Department at the same address.

If we can't resolve your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service at financial-ombudsman.org.uk or on 0800 023 4567.

Financial Services Compensation Scheme

If you make a complaint that results in our liability to you, and we can't meet that liability, you may be entitled to compensation through the Financial Services Compensation Scheme. Claims relating to investment business are normally covered up to a maximum of £85,000. You'll find more information on fscs.org.uk.

Your right to cancel

In most cases, you have the right to cancel by withdrawing from the contract, subject to time constraints. In general terms you usually have 30 days to cancel life, pure protection, payment protection or pension policies and 14 days to cancel all other policies. In most cases, the cancellation period begins once you've been told the contract is concluded or received the contractual terms and conditions.

Instructions on how to cancel will, where applicable, be in your product disclosure information.

If you cancel a **single contribution contract**, and it has already incurred reasonable losses as a result of market movement, you might have to pay for those losses. Which means you may not get back the full amount invested.

Additional information

Terminating our agreement

You or we can terminate authority to act on your behalf, without penalty or prejudice to completion of any transactions that have already been initiated, with seven days' notice in writing. Once a termination date has been notified, any transactions already in progress, along with a proportionate amount of service charges, will be settled on that date.

Written instructions

We prefer to receive written instructions, which ensure clarity and avoid misunderstanding. But we can also act on spoken instructions, provided they are then confirmed in writing.

Anti-money laundering

Anti-money laundering regulations state that we have to verify our clients' identity, obtain information about the purpose and nature of the business we conduct on their behalf, and ensure the information we hold is up to date. That means we may use electronic identity verification systems, and conduct additional verification checks throughout the time we work together.

Scottish law

This client agreement is governed and will be construed in accordance with Scottish law. All parties submit to the jurisdiction of the Scottish courts.

Force Majeure

We will not be in breach of this agreement or incur liability to you if a failure to perform our duties is due to circumstances reasonably beyond our control.

Additional information continued

Discretionary management agreement

This agreement allows us to act as your agent for engaging a Discretionary Investment Manager (DIM) in line with your investment objectives and risk profile. As your agent, we give the DIM authority to act, which means you have no direct recourse against them to the Financial Ombudsman Service (FOS).

Our formal quarterly meetings with the DIM review key investment areas like volatility and drawdown, and allow stress testing of the individual funds to make sure they meet your objectives. Our aim is to provide consistent investment outcomes at all times.

This agreement allows us to change the DIM if necessary.

Protecting your data

Processing your information

The information you give us is subject to the Data Protection Act 1998 (the Act). By signing this document you consent to us, or any company associated with us for the purpose, processing your personal data manually and/or electronically to allow us to provide planning, administration and management.

Processing includes obtaining, recording or holding information or data and transferring it to associated companies, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes. It also includes, where relevant, solicitors and/or debt collection agencies for debt collection purposes, and carrying out operations on the information or data.

Passing on your information

In order to provide services to you, we may have to pass your personal information to parties outside the European Economic Area (EEA) in countries that don't have UK-equivalent data protection laws. Where this is the case, we'll take reasonable steps to ensure the privacy of your information.

We may also contact you, or pass your details to associated companies to allow them to contact you with details of products or promotions we think might interest you, or for related marketing purposes.

Protecting your data continued

Sensitive information

The information you give us may contain personal data classified as sensitive for the purposes of the Act, like:

- information about your physical or mental health
- membership of a trade union
- political opinions
- religious or similar beliefs
- sexual orientation
- any offence committed or allegedly committed by you
- proceedings for any offence committed or allegedly committed by you, including outcome or sentence

We, and any company associated with us, will treat all personal and sensitive data as confidential, and will not process it for anything other than legitimate purposes. We will take steps to ensure the information is accurate and up to date, and that we don't keep it for longer than we need to. We will also take measures to safeguard against unauthorised or unlawful processing of your information, and accidental loss, destruction or damage to the data.

Subject to certain exceptions, you are entitled to access the personal and sensitive personal data we hold. There may be a fee (subject to a statutory maximum) for supplying it.

Withdrawing your data

If, at any time, you want us or any associated company to stop processing your personal or sensitive data, or contacting you for marketing purposes, please contact our Data Protection Officer on 0141 420 2033, or by writing to Intelligent Capital Ltd, Gresham Chambers, 3rd Floor 45 West Nile Street, Glasgow G1 2PT.

Our Privacy Policy

We're committed to protecting your personal information, and our Privacy Policy contains important information about the personal details we collect, what we do with that information, who we might share it with and why and your choices and rights. This version of the Policy is effective from 25 May 2018.

The information we collect

We collect and use:

- Information about who you are, eg your name, date of birth and contact details
- Information connected to your investments with us
- Information about your contact with us, like meetings, phone calls, emails and/or letters
- Information collected automatically, eg via cookies* when you visit our website
- Information classified as 'sensitive', relating for example to your health, marital or civil partnership status. This information is only collected and used if it's needed to provide the product or service you have requested, or to comply with our regulatory obligations
- Information you might give us about other people, like joint applicants or beneficiaries for your investments
- Information about children, for example if a child is named as a beneficiary on a policy taken out by a parent or guardian on their behalf. In these cases, we will collect and use only the information we need to identify the child, like their name, age and sex

Marketing

From time to time, we might send you information about products and services we think could be of interest to you. If you'd rather we didn't, you can tell us so now. You can also opt out of marketing communications at any time — just

get in touch on 0141 420 2033, or by writing to Intelligent Capital Ltd, Gresham Chambers, 3rd Floor 45 West Nile Street, Glasgow G1 2PT.

*What are cookies?

Cookies are small files saved to your computer or other device when you visit websites. They store small pieces of information — for example, they'll remember that you've visited and any actions you took. They help us improve your online experience by remembering who you are and what you use our site for, so you don't have to keep entering the same information. Cookies also tell us which pages you visited, which helps us to develop and market our products and services.

How long do we keep your information?

Either as long as we need it to provide you with the services you have asked for, or as long as we have to under business and regulatory laws.

How we use your information

We only collect and use personal information when it's necessary, fair and lawful, for example when:

- We need it to provide the product or service you have asked for
- It allows us to meet legal and/or regulatory obligations
- It's in our legitimate interests to deliver information and guidance that makes you aware of options that will help get the best outcome from your product or investment
- It's in the legitimate interests of a third party, like an employer's pension adviser

If you'd prefer that we didn't collect and use your personal information for these reasons, we may not be able to advise you.

Our Privacy Policy continued

Sharing your information

We always keep your information confidential, but we may share it, when necessary, with third parties like:

- Companies within Intelligent Capital Ltd
- Your and our service providers and agents
- Our regulators and Supervisory Authority, eg the Financial Conduct Authority (FCA) and the Information Commissioner's Office for the UK (the ICO)
- Law enforcement, credit and identity check agencies for the prevention and detection of crime

We will never sell your details to anyone else, and when we do share it, do so in line with our obligations to keep them safe and secure.

How to make a complaint about our privacy policy

If you think we've failed to safeguard your personal information, or that we've breached data protection laws, you can write to our Data Protection Officer at Intelligent Capital Ltd, Gresham Chambers, 3rd Floor 45 West Nile Street, Glasgow G1 2PT.

A copy of our internal complaints handling procedure is available on request from the Compliance Department at the above address.

You can also write to the supervisory authority at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Changes to our Data Privacy policy

We regularly review our data and privacy policies, and update this document from time to time. This version was updated in May 2018.

How to contact us

If you have any questions about our Privacy Policy, or about the information we collect and use about you, contact our Data Protection Officer at the address shown at the top of this page or email us on info@intelligentcapital.biz

Intelligent Capital Ltd is authorised and regulated by the Financial Conduct Authority (FCA), which regulates financial services in the UK. You can check our authorisation and the activities we're allowed to undertake on the Financial Services Register on the FCA website at fca.org.uk, or by calling the FCA on 0800 111 6768.



Call: 0141 420 2033

Email: enquiries@intelligentcapital.biz

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