

Our Disclosure & Services Guide

Allen Tomas &^{co}
FINANCIAL MANAGEMENT



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Allen Tomas & Co Financial Management Ltd is registered in England and Wales with number 8864562 and is authorised and regulated by the Financial Conduct Authority with Financial Services Register number 630427

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About Us

Allen Tomas & Co Financial Management Ltd are Independent Financial & Mortgage Advisers, this means that we can advise on products and solutions from any provider right across the market.

As a firm we hold the prestigious Chartered Financial Planners title with the Chartered Insurance Institute so you can be assured of a professional level of service.

We also have Later Life Adviser Accreditation with the Society of Later Life Advisers (SOLLA). The later life adviser will specialise in the financial needs of older people and can advise families or attorneys/deputies on care fees planning including investment.

The Pensions Advice Taskforce, a representative industry body set up by the Personal Finance Society, has established a voluntary code of good conduct for Safeguarded and Defined Benefit Pension Transfers advice called the 'Gold Standard'. We are proud to display the Pension Transfer Gold Standard 'badge' which can be found by searching the Money Advice Service directory.

Our staff are highly trained and integral to our business processes. Independent Financial Advisers and Mortgage Advisers are knowledgeable and have the personable skills required to discuss your financial objectives, existing provision and create the appropriate solutions to meet your needs. Our level of detail, communication and care in all areas of the business are crucial to maintaining long lasting relationships with our clients.

Allen Tomas &^{co}
FINANCIAL MANAGEMENT



**Pension
TRANSFER**
Gold Standard

Advice Areas at a glance

Individual

Savings & Investments

Pensions (including transfers and pensions in divorce)

At retirement solutions

Estate Planning

Insurance (Life, Critical illness, Income protection and Medical)

Long term care

Residential and Commercial Mortgages

General Insurance

Corporate

Auto-enrolment/Company Pensions

Employee benefits

Business protection

Capital Investment

Trustee, Attorney & Deputy

Savings & Investments

Referrals to Professional Connections

Legal - Wills and Powers of Attorney

Legal – Divorce, Personal Injury, Litigation & Commercial

Accountancy – Personal, Commercial, Estates & Trusts, Research and Development Tax Credits

Equity Release

Asset Finance

Property Sales & Lettings

Our Core values and Business practices

We expect clients to engage

The ability to engage with us at all times and fully disclose all relevant information is crucial, as this enables us to provide the most suitable solutions. Full disclosure enables us to really know and understand our clients, giving them the very best advice.

Professionalism

We have a strict and detailed recruitment process that ensures we only employ extremely competent individuals. All our employees, where necessary must be members of the Chartered Insurance Institute (CII) and keep up-to-date with their knowledge, sit appropriate exams, be appraised regularly, understand our processes and share best practices internally. Our review service and process is extremely client focused and involves all staff within the business. It consists of investment management, portfolio review and rebalancing, administration, research, cash flow and tax planning. This is all incorporated in the review and recommendations report meeting with the adviser.

Maintain Chartered Status

We are extremely proud to have achieved Chartered Status awarded by the CII and will continue to adhere to these standards. The title of Chartered Financial Planners provides clients with security, peace of mind and a level of trust. It also demonstrates to our staff the standard we require throughout the business and not just our advisers.

We will at all times act in an ethical and truthful manner

As Chartered Financial Planners our values and business practices align with the CII Code of Ethics. The Code sets down the principles which all members should follow in the course of their professional duties. In summary this requires us to:

- Comply with this Code and all relevant laws and regulations
- Act with the highest ethical standards and integrity
- Act in the best interests of each client
- Provide a high standard of service
- Treat people fairly regardless of age, disability, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, sexual orientation and transgender

Provide a robust and compliant business process/advice proposition

We use only highly regarded professionals with specialisms in compliance, professional indemnity, legal, accounting, investment research, software and the services of our professional body to support us in monitoring and delivering our business process and advice proposition.

Communicating with Clients

Our ongoing service provides clients with their own Personal Finance Portal, using the latest technology, with benefits such as:

- Real-time portfolio valuations
- Secure messaging
- Document storage including tax, recommendation and review reports
- Ability to update personal information and bank/deposit valuations

Our Core values and Business practices

Working with professional connections

We believe strongly in a joined-up-holistic-approach to Independent Financial Advice, which is why we work closely with professional connections such as Solicitors and Accountants to achieve better outcomes for our clients and through this relationship will make referrals. For a more efficient service we provide professional connections with an online portal so we can exchange client data, where permission is given.

Introducers

Introducers who introduce clients to us, do so for the provision of our independent advice. 'Independent' in this context means we are independent of the issuer of the investment or mortgage. We will maintain full and complete ownership of the advisory process between ourselves and the client and any regulated advice we provide must meet the requirements set out in the FCA Handbook.

Our obligations are:

- carry out robust due diligence on the introducers we transact with
- have in place a robust vetting procedure to ensure the introductions have been sourced legitimately
- regularly review and ensure our systems and controls are adequate to demonstrate we have full and complete ownership of the advice we are providing
- only recommend products we understand fully, the risks involved and undertake adequate due diligence
- provide independent advice, to clients introduced
- do not allow another entity, regulated or not, to use our FCA registration number on our behalf unless we are satisfied they are doing so appropriately

Our Introducers may be paid an introducer fee from the initial or ongoing fees we receive from the introduced client. We do expect our Introducers to disclose the fee arrangement to the referred client. All our Introducers will have access to the Introducer Portal, accessed through our website, where they can view their introducer terms, declarations and an audit trail of referred clients including the payment status. Please note some Introducers choose not to receive introducer fees.

Terms of Business

Authorisation Statement

Allen Tomas & Co Financial Management Ltd is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 630427.

Client Classification

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

Our Ethical Policy

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 any improvements required

Instructions & Terminations

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing or by email.

VAT & Invoices

Under current legislation our services are not subject to VAT but should this change in future and VAT becomes payable, we will notify you before conducting any further work. Initial fees that are invoiced have to be paid within the specified time and cannot be spread over a period of time.

Client Money

Allen Tomas & Co Financial Management Ltd is not permitted to handle client money 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.

Documentation

We will endeavor to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you immediately after we have received them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you. We will issue all communications in English, unless agreed otherwise.

Material Interest

We will act honestly, fairly and professionally known as conducting business in 'Client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other client's conflict with your interest, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. Where this cannot be achieved, we will not conduct the business.

Complaints

If you wish to register a complaint, please write to Allen Tomas & Co Financial Management Ltd, 6 St Nicholas Court, Church Lane, Dersingham, Norfolk, PE31 6GZ or telephone 01485 541998. A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4567.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Further information about these amounts and limits for all product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose, 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.

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.

Force Majeure

Allen Tomas & Co Financial Management Ltd shall not be in breach of areas in this document and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

Cancellation Rights

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies. For investments this will typically start when funds are invested and for pure protection policies this will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product information issued to you. If you cancel a single premium contract, you may incur a loss due to market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Termination

You or we may terminate our agreement with you disclosed in the Terms of Engagement at any time. Where the provider of an investment or policy recognises us as your agent, you or we may terminate our authority to act on your behalf at any time by communicating directly with the provider. The effect of termination and the amount of fees or commission due to us shall be determined as follows:

- **Termination whilst we are building your recommendations** – the agreed report fee will become payable in full.
- **Termination after you have agreed to make an investment or commence a policy** – if your investment or policy commences after termination, we shall be due to receive the implementation fee or commission for setting this up.
- **Termination of our ongoing management service** – ongoing services shall cease and we shall be due to receive our fee for the period up to the end of the month following the date of termination.
- **For Protection Policies** – if you cancel the contract within the provider's claw back period we will charge you for any financial loss incurred by our firm.
- **Mortgage Advice** – if we charge you a fee, and your mortgage does not go ahead, you will not receive a refund.

Services & Costs

Business Protection & Group Insurance Schemes

We offer products from a range of insurers for a wide range of Business, Individual & Group Protection needs.

We are an intermediary who will act on your behalf when providing advice and will make a recommendation for you after we have assessed your existing provision, needs, and made a fair analysis of the market (areas covered include Key person, Ownership Protection, Loan Protection, Group Life Cover, Group Private Medical Insurance, Group Income Protection and more). It will be your responsibility to ensure the policy meets your businesses demands and needs.

First meeting is at our expense so we can discuss your business's needs and our services/costs.

No direct Fee will be charged as we will be paid commission from the insurer.

You will receive a quotation and recommendations report which will disclose commission and other fees relating to any particular insurance policy.

Investments & Pensions

We provide independent investment advice and consider a range of regulated products from the available market to meet the investment objectives of a retail client. Recommendations are only provided once we have assessed your personal/professional circumstances, existing holdings, financial objectives, attitude to risk and capacity to bear any losses. We will also take into account any restrictions that you wish to place on the types of products or investments. The **initial meeting is at our expense** and helps us understand your/your business's financial objectives. We will also discuss the cost, next steps and levels of our service both initially and throughout our relationship with you.

You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise you may not get back the full amount invested. Full details of the products we recommend will be confirmed in the product literature you will receive before it is arranged. We will inform you if any investment we recommend restricts future access to your/your business's capital.

Our **Ongoing Management Service** includes fund rebalancing, access to the client portal, maintenance of your file, full administration support, access to your adviser throughout the year, liaising with your your/your business's Accountant and Solicitor, newsletters and briefings, analysis of returned review questionnaire, yearly meeting (which will include review report, statement of worth, valuations, financial objectives, risk profiling, investment suitability and performance, tax considerations such as allowances, reliefs and thresholds, cash flow planning, required strategy and plan, where advising trustees updating of the Investment Policy Statement and help in completing Trustee minutes).

Initial Fees:

- ▶ **Report Fee** (Set up and creation of Client File, Research & Analysis and Recommendations Report)
 - ▶ £1,500 (This invoiced direct fee is **waived if you proceed with our recommendations** as we will only charge a policy implementation fee)
- ▶ A **Policy Implementation Fee** of 2% is charged if you proceed with our recommendations. The fee is based on the combined transactional value (Can be paid directly or from the policy and is **subject to a minimum fee** of £1,500)
 - ▶ New business recommendations for **existing ongoing management clients** are only subject to a 1% policy implementation fee
 - ▶ The Policy Implementation Fee (if paid from policy), is generally taken once the implementation has completed and will be based on the percentage of the money invested or transferred. The policy implementation (if paid directly) is invoiced based on the % of the value in the Recommendations Report

Initial Fees (Specialist Occupational or Safeguarded Benefit Pension Advice):

- ▶ We have adopted and promote **The Pension Transfer Gold Standard**, which is a voluntary code of good practice for safeguarded and defined benefit pension transfer advice. Where you instruct us to specifically advise in this area 2% is charged on the transfer value, whether you proceed with our recommendations or not (subject to minimum fee of £1,500). You will need to sign a separate charges document to confirm acceptance of our terms before we begin work

Ongoing Fees:

- ▶ Our **Ongoing Management Service** is charged at 1% per annum of your/your business's Investment and taken from the Policy. It is applicable in addition to the initial fees and becomes payable upon completion of the policy implementation (where ongoing fees are lower than our minimum of £1,500 per annum we may charge a monthly retainer to cover any shortfall, which will be documented in the recommendations report)
- ▶ Ongoing fees in relation to our Ongoing Management Service can only be changed in the future with your consent
- ▶ If you wish to engage with our Ongoing Management Service you will need to sign the Recommendations Report which sets out the costs, frequency and method of payment
- ▶ It is not compulsory to engage with our Ongoing Management Service (you will be classed as a Transactional Client)

Please note there may be some instances of "project specific" work undertaken, such as advice on lifetime allowance tax implications or Small Self-Administered Pension Arrangements "SSAS", which would be charged at a rate of £200 per hour. You will be provided with a quote for your perusal before any such work is undertaken.

Individual Protection & General Insurance

We offer products from a range of insurers for Protection & General Insurance.

We are an intermediary who will act on your behalf when providing advice and will make a recommendation for you after we have assessed your existing provision, needs, and made a fair analysis of the market (areas covered are Life Cover, Critical illness, Serious illness, Private Medical Insurance, Income Protection and General Insurance such as Buildings & Contents). It will be your responsibility to ensure the policy meets your demands and needs.

First meeting is at our expense so we can discuss your needs and our services/costs.

No direct Fee will be charged as we will be paid commission from the insurer.

You will receive a quotation and recommendations report which will disclose commission and other fees relating to any particular insurance policy.

Mortgages

We offer a comprehensive range of **first charge mortgages** from across the market, but not deals that you can only obtain by going direct to a lender. We offer products for personal & business purposes, in both the residential & commercial property sectors.

We offer a comprehensive range of **second charge mortgages** from across the market, but not deals that you can only obtain by going direct to a lender. We offer products for personal & business purposes, in both the residential & commercial property sectors.

We will advise and make a recommendation for you after we have assessed your needs. Please note it is important to see tax advice when applying for Buy to let mortgages.

First meeting is at our expense so we can discuss your needs and our services/costs.

Fixed Fees

- £295.00 following a successful Acceptance in Principle with the recommended mortgage lender (our invoice must be paid within 14 days of the Acceptance in Principle)
- £295.00 following receipt of a Mortgage Offer (our invoice must be paid within 14 days of the Mortgage Offer)
- Separately, £295 will apply to product transfers only
- Our service includes Set up and creation of Client File, Research & Analysis, Recommendations Report and Policy Implementation (You will receive a key facts illustration when considering a particular mortgage, which will inform you of any fees relating to it)
- It is possible for you to add the arrangement fees charged by the lender to their loan

For complex cases, we reserve the right to charge a higher fee, however, this will not exceed 1.50% of the loan amount. For example, on a loan of £150,000 you would be charged a fee of £2,250.00.

Examples of Services & Costs

1. Initial Fees – Investment of £500,000

- ▶ Report Fee (Set up and creation of Client File, Research & Analysis and Recommendations Report)
 - ▶ £1,500 (Waived where policy implementation fee applies)
- ▶ Policy Implementation fee of 2% on £500,000 (Paid Direct or through Policy)
 - ▶ £10,000

2. Initial Fees – Personal Pension Transfer of £80,000

- ▶ Report Fee (Set up and creation of Client File, Research & Analysis and Recommendations Report)
 - ▶ £1,500 (Waived where policy implementation fee applies)
- ▶ Policy Implementation fee of 2% on £80,000 (Paid Direct or through Policy)
 - ▶ £1,600

3. Initial Fees – Specialist Occupational or Safeguarded Benefit Pension Advice - Transfer Value of £250,000

- ▶ £5,000 (2% of transfer value) regardless of proceeding with our recommendations or not

4. Ongoing Fees

- ▶ If your investments are valued at £200,000 and you have selected the ongoing service the ongoing management fee received would be £2,000, based on 1% per annum. Where the value of your investments rise, then the fee for this service will increase, conversely, if the value of your investments fall, the cost of this service will decrease
- ▶ If it is not appropriate to charge a % of funds under management, we will provide an ongoing service based on a cost agreed at outset between us. This allows you to pay ongoing fees directly or from the policy. Should you wish to pay directly you can spread the payment over a 12 month period by standing order
- ▶ Should we need to increase our charges, you will be given notice of this fact and the opportunity to decide whether to continue with the revised level of charges. You can choose to cancel the ongoing service at any time by providing us with written confirmation of your decision. Payments would then cease within 7 business days or after collection of any due proportion of any period charges if later
- ▶ The above examples are purely for illustrative purposes and the final costs will depend on the complexity of the case. We will provide a Terms of Engagement document after our first meeting, and this will need to be signed prior to any work commencing. The Recommendations Report will detail the Report Fee, Policy Implementation Fees and the Ongoing Management Service Costs

Services & Costs (Workplace Pension Schemes)

Initial Services	
	Initial meeting at our expense – Gathering information including current circumstances, existing financial arrangements, objectives and attitude to risk
Financial Review, Research & Recommendations Report	Verification of identity
	Identify staging date, create a plan and assess the workforce by identifying workers
	Review current schemes and suitability
	Inputting of relevant client data into our software systems
	Analysing the data received including the risk and tax position
	Researching the most suitable solution including governance, postponement, joiner and staging process, investment strategy, contribution basis and default investment
	Preparing the recommendations report
	Meeting with adviser to present the recommendations report
Arrangement & Implementation	Educate employees on the recommended solution through seminar, mailing, flyers, inserts or posters
	Liaising with the provider’s implementation manager and your scheme administrator to ensure scheme set up
	Providing regular updates to keep you informed of progress
	Support with setting up and obtaining online login details for employer/employee and training on how to access the pension through our website
	Ensuring all your documents are completed and issued in line with your expectations
	Liaise with accountant to aid with implementation process

Initial Costs (For Employer)	Typical Cost
Auto-enrolment - setting up a workplace pension for 0-10 members and no existing scheme (including staff training and education through a workshop)	£3,000*
Auto-enrolment - setting up a workplace pension for 11- 20 members and no existing scheme (including staff training and education through a workshop)	£3,000*
Auto-enrolment - setting up a workplace pension for 21 + members and no existing scheme (including staff training and education through a workshop)	£3,500*
Review of Existing Workplace Pension, Recommendations & Implementation	£3,500*

*The cost of the initial fees above are guidelines based on the time we believe will be allocated to this initial service. This fee can vary depending on a company’s needs and complexities. We will always confirm an exact costing after our first meeting which will need your approval before proceeding.

Ongoing Management Service (For Employer)

Auto-enrolment	<ul style="list-style-type: none"> ➤ Access to adviser and support staff throughout the year ➤ Employee communications ➤ Support employer with online duties ➤ Provide employee support including help with online access[#] ➤ On-going maintenance of your file and full administration support ➤ Support with trust duties where applicable (expression of wishes) ➤ Scheme review and governance including report ➤ Yearly meeting with adviser, to include presentation to staff and access to mortgage review ➤ Support employer with their record keeping duties, including Tri-annual re-enrolment process ➤ Review salary exchange and future contribution levels ➤ Support employer and accountant with the online review process and duties
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As part of our ongoing service for employers, we will provide comprehensive advice to the employer and basic support for employees in relation to their membership of the employer's group scheme(s). Allen Tomas & Co will make no charge to any employees of the scheme(s) directly, unless they wish to engage with us on a full advisory basis and elect to become individual clients of the firm. Details of full individual servicing and relevant charges are detailed in the next section.

Ongoing Costs (For Employer)	Typical Cost
Providing ongoing services for 0 -20 members	£200 per month*
Providing ongoing services for 21 - 50 members	£250 per month*
Providing ongoing services for 50 + members	£350 per month*

*The cost of the ongoing fees above are guidelines based on the time we believe will be allocated to this initial service. This fee can vary depending on a company's needs and complexities. We will always confirm an exact costing after our first meeting which will need your approval before proceeding.

Our Data Protection Policy

Section One – What is General Data Protection Regulation

General Data Protection Regulation (GDPR) was adopted by the EU Council and Parliament in April 2016 to standardise data protection across the EU and improve the flow of information. As a regulation, it ensures greater consistency as additional laws or interpretation by each member state are not required.

The GDPR also addresses modern day data protection requirements, applies to an increased scope and provides more detailed definitions of what constitutes personal data, among other things. The GDPR took effect on May 2018, replacing existing EU and national data protection legislation.

Section Two – Who we are

For the purpose of the General Data Protection Regulation, the “data subject” is you the client. **Allen Tomas & Co Financial Management Ltd** is both the “data controller” and the “data processor”.

Allen Tomas & Co Financial Management Ltd, is a company registered in England and Wales (registration number: 8864562) who is authorised and regulated by the Financial Conduct Authority with Financial Services Register number 630427.

Data subject is a living natural person to whom personal data relates

Data Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data

Data Processor means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller.

Section Three – Information we may collect from you

All processing of personal data must be done in accordance with the data protection principles of the Regulation, and the firm’s policies and procedures are designed to ensure compliance with them.

Personal data must be processed lawfully, fairly and transparently, **Allen Tomas & Co Financial Management Ltd.**’s Fair Processing Procedure is set out in a separate document and can be obtained upon request.

GDPR introduces the requirement for transparency whereby the controller has transparent and easily accessible policies relating to the processing of personal data and the exercise of individuals’ “rights and freedoms”. Where the firm provides online services to children, parental, or custodial authorisation must be obtained. This requirement applies to children under the age of 18.

We may collect and process the following personal data about you which will only be collected for legitimate and specified reasons, which is necessary for processing:

What is Personal Data?

Under the EU’s General Data Protection Regulation, Personal Data is defined as

“any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person”.

Special Categories of Personal Data

Certain data is classified under the Regulation as “special categories”:

- Racial
- Ethnic origin
- Political Opinions
- Religious Beliefs
- Trade-union membership
- Genetic Data
- Biometric Data
- Health Data
- Data concerning a natural person's sex life
- Sexual orientation
- Other

Consent is required for **Allen Tomas & Co Financial Management Ltd** to process both types of personal data, but it must be explicitly given. Where we are asking you for sensitive personal data we will always tell you why and how the information will be used.

Information you give us

You may give us personal information by filling in forms or by corresponding with us via phone, e-mail or post. This includes information you provide when, for example, we complete a Fact-Find or Annual Review questionnaire. The information you give us may include your name, address, e-mail address, phone number, financial and credit card information and any further personal data required as part of our fact-finding research which you willingly share.

Information we receive from other sources

Upon receipt of a Letter of Authority from yourself, we may receive information about you from other providers. In this case we will have informed you when we collected that data that it may be shared internally and, combined with data collected via a fact-find or annual review questionnaire. We are also working closely with third parties including, for example, analytics providers and search information providers, and may receive information about you from them.

Accuracy and storing of data.

We will only keep your data in an identifiable form for as long as necessary for its intended purposes. **Allen Tomas & Co Financial Management Ltd** have a Data Retention Policy that identifies when records may be destroyed and a systematic way of doing so. Please note that personal data may, be stored for longer periods for legal requirements (such as tax or potential legal litigations).

Section Four – Uses made of your personal information

We (or third-party processors acting on our behalf) may use information held about you:

- to carry out our obligations arising from any contracts entered between you and us and to provide you with the information and services that you request from us
- where you have given us your consent to provide you with information about **Allen Tomas & Co Financial Management Ltd** services or current news, in which we feel may interest you. Details of how you may opt out of such communications from us are set out in these communications
- to notify you about changes to our services
- for internal operations, data analysis and research purposes

Section Five – Disclosure of your information

We may share your information with selected third parties including but not limited to:

- Suppliers, Life Offices and from time to time instruct sub-contractors (in the form of external paraplanners) for the performance of any contract we enter with them or you
- Analytics and product providers that assist us in the verification of you the data subject, research (including quotes/illustrations) and recommendation of products/solutions made to you

We will not disclose, sell or rent your personal information to any third parties unless you have consented to this, except: (i) to the extent that we are required to do so by applicable law, by a governmental body or by a law enforcement agency, or for crime prevention purposes (including fraud protection and credit risk reduction); (ii) in connection with any legal proceedings (including prospective legal proceedings); (iii) in order to establish or defend our legal rights; (iv) in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; or (v) if we, or substantially all of our assets, are acquired by a third party, we may disclose your personal data to that third party in connection with the acquisition.

The GDPR permits certain disclosures without consent so long as the information is requested for one or more of the following purposes:

- to safeguard national security
- prevention or detection of crime including the apprehension or prosecution of offenders
- assessment or collection of tax duty
- discharge of regulatory functions (includes health, safety and welfare of persons at work)
- to prevent serious harm to a third party
- to protect the vital interests of the individual, this refers to life and death situations

All requests to provide data for one of these reasons must be supported by appropriate paperwork and all such disclosures must be specifically authorised.

Section Six – Consent

Allen Tomas & Co Financial Management Ltd understands ‘consent’ to mean that it has been explicitly and freely given, specific, informed and unambiguous indication of you, the “data subject’s” wishes by which you by statement, or by a clear affirmative action, signifies agreement to the processing of personal data relating to yourself. Your consent can be withdrawn at any time.

Allen Tomas & Co Financial Management Ltd understands ‘consent’ to mean that you, the “data subject” has been fully informed of the intended processing and has signified your agreement, while in a fit state of mind to do so and without pressure being exerted. Consent obtained under duress or on the basis of misleading information will not be a valid basis for processing.

Consent cannot be inferred from non-response to a communication, so we would appreciate it if the Disclosure Consent is completed, signed and returned. For sensitive data, explicit written consent of you, the “data subject” must be obtained unless an alternative legitimate basis for processing exists.

In most instances, consent to process personal and sensitive data is obtained routinely by **Allen Tomas & Co Financial Management Ltd** using standard consent documents.

Section Seven – Where we store your information

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (‘EEA’) in connection with the above purposes. It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. Please be aware that countries which are outside the EEA may not offer the same level of data protection as the United Kingdom, although we will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Section Eight – Security

Allen Tomas & Co Financial Management Ltd is responsible for transmitting the data without hindrance and ensures that it is transmitted with the appropriate level of security. The firm will assess the specific risks linked with data portability and take appropriate risk mitigation measures.

The nominated person of the firm is responsible for the application and effective working of this procedure, and for reporting performance to the Board/Principals.

All information you provide to us is stored securely via the following mediums:

- in a lockable room with controlled access; and/or
- in a locked drawer or filing cabinet; and/or
- if computerised, password protected in line with corporate requirements in the Access Control Policy; and/or
- Stored on (removable) computer media, which are encrypted.

Where you have chosen a password, which enables you to access certain parts of the Intelliflo Personal Finance Portal (PFP) website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. Whilst we take appropriate technical and organisational measures to safeguard the personal information that you provide to us, no transmission of information via the internet is completely secure. We cannot guarantee the security of your data transmitted to us; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Section Nine – Third Party Sites

The Personal Finance Portal (PFP) website will have its own Privacy Policy and you should take a moment to review this via the website. Virtual Cabinet is used by **Allen Tomas & Co Financial Management Ltd** to scan and store documents such as Notes, Risk Questionnaires, Payslips/P60s, tax code forms etc. Their Privacy Policy can be viewed via <https://www.virtualcabinet.com/legal/privacy-policy-uk>

Section Ten – Your Rights

Since GDPR you have more control over your data and subsequently have certain data protection rights that, if infringed, allow you to take legal action against Data Controllers and Data Processors and seek compensation for damages. You have the right to:

- **Be informed** – understand how we intend to use your data which is indicated above
- **Rectification** – request that any personal data held is rectified if it's found to be inaccurate or incomplete. **Allen Tomas & Co Financial Management Ltd** must comply with this request within a month of receipt.
- **Restrict Processing** – contest the accuracy of the personal data held until accuracy can be verified, legitimacy can be determined or request that processing be restricted rather than erased. You can also request that we stop processing your data if you require it for a legal claim.
- **Object** – object to the processing of your data at the time of collection. Please note that **Allen Tomas & Co Financial Management Ltd** can continue with the processing, if we demonstrate legitimate reasons for processing or for a legal claim.
- **Automated decision-making and profiling** – obtain human intervention if a decision was automated to your detriment, express your point of view if a damaging decision was made and obtain an explanation of the decision and challenge it.
- **Access** – you can access your personal data by requesting a Subject Access Request to **Allen Tomas & Co Financial Management Ltd** who are required to respond within a month.
- **Erasure (right to be forgotten)** – you can request that your personal data is deleted or removed if it's **no longer needed**, your consent is withdrawn, you object to it being processed, it's been unlawfully processed or must be erased to comply with a legal obligation. In certain circumstances we may refuse such a request, please see record keeping section below.
- **Right to data portability** – you can request a copy of your personal data **Allen Tomas & Co Financial Management Ltd** hold. You may also request that this data be sent to another data controller. We will request that you, the "data subject", provide evidence of your identity in the form of current Passport or Driving License and either a recent bank statement or utility bill dated within the last 3 months. **Allen Tomas & Co Financial Management Ltd** also use software to perform money laundering and sanction checks where your data will be used to verify you.

Where the data requested concerns a third party/parties, the nominated person reviews whether transmitting data to another data controller would cause harm to the rights and freedoms of other data subjects. You, the "data subject" must make it clear that the personal data that is to be transmitted or provided is for their own use. The person responsible within **Allen Tomas & Co Financial Management Ltd** will maintain a record of requests for data and of its receipt, including dates.

Allen Tomas & Co Financial Management Ltd has set safeguards that ensure the personal data transmitted are only those that you the "data subject" has requested to be transmitted. The requested information will be provided to you, the "data subject" in a structured, commonly used and machine-readable format that allows for the effective re-use of the data.

When transmitting data to another data controller, **Allen Tomas & Co Financial Management Ltd** will forward the data in an interoperable format. In the event that technical impediments prohibit direct transmission, **Allen Tomas & Co Financial Management Ltd** will explain these impediments to you, the "data subject(s)".

Allen Tomas & Co Financial Management Ltd will provide the requested information within one month from the request date. If the request is complex, **Allen Tomas & Co Financial Management Ltd** can extend this period to (maximum) three months if they inform you, the "data subject" of the reasons for the delay via email within one month of the original request. The request does not affect the original retention period that applies to the data that has been transmitted.

Section Eleven – Your Responsibility to us

Whilst **Allen Tomas & Co Financial Management Ltd** will take all appropriate action to keep your data up to date, it is your responsibility to let us know as soon as possible, if there are any changes to your personal circumstances i.e. change of address, updated employment etc. You can do this by email, phone, post or SMS.

Section Twelve – Record Keeping

In accordance with the Financial Conduct Authorities Handbook – Senior Management Arrangements, Systems and Controls “SYSC”. We must keep certain records to protect both ourselves and you as the client, these are explained as follows;

SYSC 10A.1.14R03/01/2018

The records kept in accordance with this chapter of the handbook must be provided by the *firm* to the *client* involved upon request; and kept for a period of five years and, where requested by the *FCA*, for a period of up to seven years.

A *firm* must retain its records relating to suitability for a minimum of the following periods:

- if relating to a pension transfer, pension conversion, pension opt-out or FSAVC, indefinitely
- if relating to a life policy, personal pension scheme or stakeholder pension scheme, five years; and
- in any other case, three years

Terms of Engagement & Declaration

I/We have read and fully understood this document in regard to your Company disclosure, terms of business, fees, cancellations, terminations, data protection policy and therefore on this basis wish to proceed with your initial recommendations.

For Corporate Clients - If you are signing on behalf of another legal entity, please state this in ‘Print Name:’ section; e.g. John Smith on behalf of ABC Ltd.

Signed:

Date:

Print Name:

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