

Terms of Business

This document sets out the terms under which we provide our services. You have also been provided with a copy of our 'About our Services and Costs' document, which provides an overview of the services we offer and our charges for these services.

Origen Private Client Solutions is a trading name used by Origen Financial Services Limited. Any reference to 'we' in this document refers to Origen Private Client Solutions.

These terms of business will come into effect when provided to you. When giving advice we will provide a restricted service, for more information please refer to the 'About our Services and Costs' document you have been provided with.

Any advice or recommendations we provide will be based on your stated investment objectives, level of risk and any restrictions that you wish to place on the type of investments, markets or products you would be willing to consider. This enables Origen to assess suitability and act in your best interests. We will issue you an advice and recommendations report (otherwise known as a suitability report), and full details of the products we recommend will be covered in the product disclosure you will receive before the conclusion of any contract.

Occasionally we also give advice on products which are not regulated by the Financial Conduct Authority such as National Savings products.

Where no advice is provided you will not receive a suitability report and this transaction will be based on your own decision.

Our Obligations

Protecting your personal information

Your personal information is important to us. We treat all the information provided by you with the utmost care and security and in accordance with the Data Protection legislation. Personal information provided by you may be processed in connection with the advice, contract and related services that you have applied for. This includes administration, providing financial advice, servicing and dealing with complaints. We will not disclose to other parties, except an organisation requiring access to such information for regulatory or legal purposes, for a purpose that enables the service provided to you to be completed, or to another firm upon the sale of all or part of our business.

You may wish to transact business with us via e-mail, because of the convenience it offers. Before agreeing to do so, you should consider the following inherent risks:

- we cannot guarantee the security of email communications;
- we reserve the right, acting reasonably, to refuse to send any communication by e-mail, in particular where these involve the transfer of sensitive data;
- we shall not be responsible for any disclosure or loss of data because of a security failure;
- you are responsible for securing access to your designated e-mail address and we will accept all communications received from this e-mail address as being bona fide communications from you and will act upon them accordingly as if they were made in writing;
- you are responsible for ensuring the e-mail communication has been fully and safely received.

Special Category Data is defined as being information relating to physical or mental health/condition; racial/ethnic origin; political opinions; religious or other beliefs; minor's under the age of 18; membership of a trade union; sexual life; or commission or alleged commission of any offence, including any proceedings. We will request your consent to hold any special category data and it will only be available to those who need to see it.

For further information explaining how we use and protect your information; how we maintain security of your information and your rights; please see our privacy policy on our website (<https://www.origenfs.co.uk/pages/Privacy-Policy.aspx>).

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients. For this purpose we may use electronic identity verification systems and we may need to conduct these checks from time to time throughout our relationship, not just at the beginning.

Conflicts of interest

Occasions can arise where we, or one of our other customers, will have some form of interest in business which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

Below we have disclosed our interest with other financial services companies;

Origen Financial Services Limited is a wholly owned subsidiary of Aegon UK plc, whose connected companies include Aegon (Aegon is also a brand name of Scottish Equitable plc), Cofunds and Kames Capital. Although Aegon UK plc owns 100% of our share capital we are not tied to their or any other company's products.

Origen Financial Services maintains a conflicts of interest policy to manage these conflicts, which is in accordance with FCA requirements. Further details of this policy are available on request.

Occasionally Origen staff may receive minor non-monetary benefits from other companies. For example, participation in conferences, seminars, or hospitality in the form of a de minimis value e.g. food and drink during a business meeting. Origen has a company policy in place to ensure that the acceptance of these will never impair its obligation to act in your best interest.

Records

We keep records of all your transactions for at least six years. You, or your appointed agent, have the right to inspect the records at a mutually convenient time. As we treat all our clients' records as confidential, we reserve the right to give you copies of your records, where in certain circumstances to release the original would compromise other clients' confidentiality.

The Law

This agreement shall be governed and construed in accordance with the laws of England and be subject to the jurisdiction of the English Courts.

Communicating with you

We may communicate with you by telephone, post, email or in person and all communication with you will be made in English. We prefer instructions to be given in writing. If any instructions are given orally then we will ask you to confirm these in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

If we communicate with you by email, any personal data will only be sent to you by a secure method to protect your information. Please be aware that we cannot be held responsible for information received by us that has not been sent securely.

All calls are charged at your phone company's basic rate. All calls are recorded for business purposes.

Care of documents

We will register all investments in your name unless otherwise agreed in writing. All contract notes and documents of title will be forwarded to you, unless otherwise instructed in writing. Where a number of documents relating to a series of transactions are involved, the documents will normally be retained by us until the series is complete and then we shall forward them to you. All contract notes, cheques, policies and other documents will be sent by post and will be sent at your risk. We do not offer clients a safe custody service. In some cases, documents may be sent to you by the insurance company or investment manager.

Statement of review

Your arrangements will be reviewed in accordance with your Client Service Agreement. If you have not entered into a Client Service Agreement then once we have arranged any investments, we will not give you any further advice unless you request it, but will be glad to advise you at any time you ask us to do so.

Cancellation

Product Cancellation Rights

Cancellation rights may apply depending on the type of contract and how the recommendation and advice was completed.

In general terms you will normally have a 30 day cancellation period for a life or pension policy and a 14 day cancellation period for other types of product. The cancellation period will normally begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. A cancellation notice will be issued to you by the product provider together with confirmation of the contract terms entered into.

We reserve the right to invoice you for any costs incurred if you cancel a protection contract and any part of a commission payment we have received is subsequently clawed back by the life assurance company.

Termination of this agreement

You, or we, may terminate our authority to act on your behalf under these terms of business at any time, without penalty. Any ongoing service fees will be due for the chargeable year or until the date of termination.

Notice of this termination can be given by either party in writing at any time without penalty, subject to any outstanding fees having been paid. Termination will not stop the completion of transactions already started on your behalf or any rights or obligations already arising.

We will not make any charge in respect of cancellation of ongoing services except for an amount proportionate to service already provided. Termination will also be subject to any outstanding fees having been paid.

Third Party Rights

These terms of business only apply to you as an individual client and a person who is not party to the contract (a third party) may not in his own right enforce a term of the contract. These terms of business exclude any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999.

How you are protected

Origen Financial Services Limited are authorised and regulated by the Financial Conduct Authority. Our Financial Services Register Number is 192666. You can confirm this by visiting the Financial Conduct Authority's website <https://register.fca.org.uk/> or by phoning the Financial Conduct Authority on 0800 111 6768.

Origen Financial Services Limited's permitted business is arranging and advising on investments, pension transfers and opt-outs and non-investment insurance contracts and making introductions for home reversion plans or regulated mortgages.

Complaints

If you are dissatisfied with any part of our service and would like to make a complaint, please contact our Customer Relations Team:

In writing: Infor House, 1 Lakeside Road, Farnborough, Hampshire, GU14 6XP.
By phone: 0800 819 9111
By email: complaints@origenfs.co.uk

A copy of our internal complaints handling procedure is available on request.

If your complaint is not resolved to your satisfaction, you may have the right to refer it to the Financial Ombudsman Service. Full details can be found at www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the scheme although this depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk

General

Client money

We are not authorised by the Financial Conduct Authority to handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of our charges or disbursements for which we have sent you a fee invoice). We do not handle cash. All cheques for investment purposes should therefore be made payable to the institution(s) with which you have decided to invest your money.

Client categorisation

We categorise all of our clients as 'Retail Clients' under the Financial Conduct Authority rules for all services and transactions. This helps us to ensure that you receive appropriate disclosure documents from us and that you are made aware of everything you need to know. You have a right to request a different categorisation but this may limit the level of protection you are eligible for.

Any change in categorisation may alter your rights under the Financial Services Compensation Scheme or the Financial Ombudsman Service. These bodies exist primarily for the protection of private individuals and smaller businesses.

If you are a corporate client, you may not be classed as an eligible claimant. Please refer to the Financial Services Compensation Scheme (FSCS) and the Financial Ombudsman Service (FOS) for clarification.

Marketing

We may use your information to keep you informed about products and services that may be of interest to you. If you don't want us to send you marketing communications, please contact us at:

Origen Private Client Solutions
Infor House, 1 Lakeside Road, Farnborough, Hampshire, GU14 6XP.

By phone 0344 209 3925*
By email clientliaison@origenfs.co.uk.

*All calls are charged at your phone company's basic rate. All calls are recorded for business purposes.