

myeva

Our Terms of Business

01 June 2019

OUR TERMS OF BUSINESS

Last Updated: 23 May 2019

About this document

These terms of business are designed to come into force upon registration to MyEva and provide information about the way in which we provide our service to you. You need to read these important terms. If you have any questions or something doesn't make sense, please let us know. These Terms of Business apply to all services we provide to you and any associated work, unless we agree otherwise in writing.

Wealth Wizards and MyEva are trading names of Wealth Wizards Benefits Limited. All regulated advice is provided by Wealth Wizards Benefits Limited.

How to contact us

If you need to contact us, here are our details:

MyEva,
Wizards House
8 Athena Court,
Tachbrook Park,
Leamington Spa,
CV34 6RT

Telephone: 01926 671469
Email: myeva@wealthwizards.com

The Financial Conduct Authority and our Regulated Status

The FCA is the independent watchdog that regulates financial services. Wealth Wizards Benefits Limited is authorised and regulated by the Financial Conduct Authority and is entered on The Financial Services Register under reference 596641.

Wealth Wizards Benefits Limited's permitted business is advising on and arranging life assurance, pensions (including transfers and opt-outs), investment business and insurance. We are regulated in the United Kingdom.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

Our relationship

We offer an independent advice service. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Where we recommend particular investment strategies and products, these will be selected based on your personal circumstances, financial goals and objectives. We will consider a number of factors, including the service you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

The areas we can advise include open ended investments companies, venture capital trusts, unit trusts, Enterprise Investment schemes, Exchange traded funds, ISAs, Investment bonds, investment trusts, structured products, pensions, phased retirement, income drawdown, annuities, term assurance, critical illness cover, income protection.

We do not provide advice in relation to individual share holdings. We do not provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients.

We do not provide mortgage advice however we work with a third party to whom we can introduce you to with your permission.

We will confirm to you in writing the basis of our reason for recommending the products arranged on your behalf. Your stated objectives will be reiterated in our Advice Reports, along with details of any special risks associated with any product recommended.

We offer products from the whole of the market. Full details of the products we may recommend will be covered in the relevant product disclosure information you will receive before the completion of any contract.

Any products we have arranged for you will not necessarily be kept under review.

Client classification

Unless we notify you in writing to the contrary, we will be treating you as a "retail client". 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. Details of our complaints procedure are available on request.

Information provided by you

In order to provide you with a personal recommendation, you must disclose all necessary information to enable us to ensure that our recommendation is suitable for your circumstances.

It is your responsibility to provide complete and accurate information to us and to any product providers in relation to your policy. Unfortunately, we cannot be held responsible for incorrect information held in the event of non-disclosure.

Conflicts of interest

In our dealings with you it is unlikely we will have a conflict of interest. If we do have a conflict of interest or a material interest other than receiving commission or fees, or we know that another customer has an interest, we will do everything we can to manage the conflict.

If we can't do this, we will write to you with full details before any transaction goes ahead and give you the chance to object to this interest. You may, at any time, ask for more details about our conflicts of interest policy.

LV= hold a controlling stake in Wealth Wizards Benefits Limited. This shareholding does not alter our regulatory responsibility to provide you with independent and impartial advice,

and so will not influence our advice to you. Please ask if you want to discuss this in further detail.

Best execution

In placing your order with a provider or fund manager we will endeavour to obtain the best possible outcome, taking into consideration your instructions. We will usually forward applications and cheques to the chosen provider or fund manager within 24 hours of receipt, the chosen provider or fund manager is then responsible for placing your order on the relevant market.

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

Working with us

We reserve the right to amend these Terms of Business without your consent but will notify you in advance of any changes, unless it is impractical to do so.

We will maintain contact details for you including your name and email address. You accept a duty to keep your contact details held by us up to date and accurate, which you can do on your account section within MyEva. We are entitled to rely on the accuracy of the contact details supplied by you.

Email and nudges will be the methods by which we communicate with you.

Your personal and financial data will be held on MyEva which we have a duty to keep secret.

We use authenticated URLs to enable you to log into MyEva which we will email. These links will allow direct access to your secure information and by providing us with your email address you are consenting to us using these links.

The services and information we make available on our internet site are subject to specific terms of use, which you should read carefully.

MyEva brand and our approach to providing financial advice are the intellectual property of Wealth Wizards Limited and all resulting rights are reserved. We retain the copyright in any documents we prepare for you. You may

use such documents only for the purposes for which they were prepared for you. Wealth Wizards is a registered trademark.

A copy of our [privacy policy](#) is available on MyEva.

Recording telephone calls

To ensure we carry out instructions accurately, to help us to continually improve our service and in the interests of security, we maintain a record of all conversations you have with our chatbot "Eva" and any other dialogue you have with our staff using instant messaging.

We will also 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.

Whose products do we offer?

- We offer products from the whole market
- We only offer products from a limited number of companies.
- We only offer products from a single group of companies.

Which service will we provide you with?

- We will advise and make a recommendation to you after we have assessed your needs.
- You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
- We will provide basic advice on a limited range of stakeholder products and in order to do this we will ask some questions about your income, savings and other circumstances but we will not:
 - conduct a full assessment of your needs;

- offer advice on whether a non-stakeholder product may be more suitable.

What will you have to pay us for MyEva?

Unless your fees are paid by your employer, you will pay for our services on a subscription basis.

We accept payments from any UK bank account, which you are authorised to use, by debit card or credit card. When you make a payment by debit card or credit card your payment will be processed by a third party that is subject to the Payment Services and Electronic Money Regulations.

Our actual charges and fees (in pounds and pence).

Subscription and Funds Under Advice Charges for My Eva:

Unless your fees are paid by your employer, the charges detailed below will apply.

Subscription Charge	£2 per month Includes a Financial Health Check, and Annual Reviews for MyEva Investment and MyEva Pension accumulation products, if applicable.
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As part of our advice we recommend you register for our funds under advice service to ensure that our recommendation continues to meet your financial goals.

There is an additional charge for funds under advice as detailed below

Funds Under Advice: Includes an annual review of how your investments are invested, an up to date valuation of your current investments, assessing the potential impact of key events on your plans, implementation of agreed changes and a report setting out the results of the review and confirming any changes made.

£0K to £20K	No further charge
£21K to £50K	£3 per month
£51K to £100K	£8 per month
£100K+	£18 per month

Other Advice Services:

As part of our MyEva service we have a Personal Advice Team who support MyEva in more complex areas of financial advice. Click on the link below to see their services and charges

<https://myeva.com/app/uploads/2019/06/2019-06-02-PAT-Menu-of-Services.pdf>

Risk warnings

As you may already know, the value of investments can fall as well as rise and you may not get back the full amount of the contributions paid.

The price of the 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 reliable indicator of future results.

Cancellation rights

You can cancel your subscription at any time, and you will continue to have access to MyEva through to the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial month subscriptions. If you cancel your subscription, your account will automatically close at the end of your current billing period

To cancel your subscription, you will need to access your MyEva account.

Full details of cancellation 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.

However, you should bear in mind that they may not accept the funds back in certain circumstances. If the funds are returned the amount will depend on the unit price at the time of cancellation so the value could fall.

Financial crime

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 we enter a business relationship with you. In order to fulfil these requirements, it may be necessary to undertake a search using an electronic data source.

If conducted, the electronic check would be shown on your credit file as an identity check. Alternatively, we might ask you to provide documentary evidence to confirm your identity, copies of which will be kept on your client file for our records and will be passed on to product providers if they request it.

Protecting your personal information

To provide our services properly we'll 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. 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.

We adopt a transparent approach to the processing of your personal data. If you apply to take out a financial product or service we may need to pass certain

personal details to the product or service provider in order to fulfil your request. We may engage the services of third-party providers of professional services 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 can be viewed on our website. This is a separate document which 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'll 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 email us at myeva@wealthwizards.com

What to do if you have a complaint

If you wish to register a complaint, please contact us:

In writing: The Complaints Department, Wealth Wizards Benefits Ltd, Wizards House, 8 Athena Court, Tachbrook Park, Leamington Spa, CV34 6RT

By phone: 01926 671469

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk

Alternatively, where your complaint relates to products or services purchased online, or by other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at <http://ec.europa.eu/odr> .

Are we covered by the Financial Services Compensation Scheme (FSCS)?

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 can't 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 a maximum of £85,000

