

# Customer Agreement

## for customers receiving our advice

If your personal circumstances mean you need any additional support, or if you'd like a large print, Braille or audio version of this document, please call 0800 0304 078\* or speak to your Financial Planning Manager.

In this document, please note that references to 'we, us and our', are referring to Aegon Financial Planning, a brand name of Origen Financial Services - not Aegon UK plc.

## Introduction

### Your agreement with us

We provide a range of investment advice services to customers. This document sets out how we will provide these services and forms part of our agreement with you.

This agreement is also made up of the **Advised Tariff of Charges**, which you can find at [aegon.co.uk/afp](https://aegon.co.uk/afp). We can amend the tariff in line with clause 6 (Changes to this agreement and charges). When we say, **'this agreement'**, we mean this document and the Advised Tariff of Charges.

The two documents together set out the rights and responsibilities that protect both you and us. They do not apply to previous advice or services you received. It's important that you read this agreement and keep both documents in a safe place in case you need to look at them in future.

This agreement will end as set out in clause 11 (*Termination*).

We will treat you as a retail client when we provide our Services. This gives you the greatest level of protection under the regulations and ensures you get full information about any products you buy.

### Other relevant terms

Investments you buy through our Services are held within Aegon Products on the Aegon Platform. The platform is provided by Aegon.

So, in addition to this agreement, there are Product-specific terms and conditions that apply to the individual Products you choose to invest in. In this agreement, we call these the 'Product Terms'. The Product Terms are an agreement between you and the Product provider. You should also read them carefully and keep them together in a safe place in case you need to look at them in future.

Your use of the Aegon Platform is governed by Aegon's own terms and conditions, which you will need to read and accept. We call these the **"Aegon Platform Terms"** and you can find them on the Aegon Customer Dashboard.

### How we use certain words

When we say **'we'**, **'us'**, or **'our'** in these conditions, we mean Aegon Financial Planning, or anyone who takes over or merges with us. If we've transferred any of our rights under this agreement to someone else, **'we'** may also mean the person we've transferred them to.

When we say **'you'** or **'your'**, we mean the person or people who applied to open a Portfolio.

When we refer to **'Aegon'**, we mean either Cofunds Limited trading as Aegon or Aegon Investments Limited as further explained in clause 3 (*How we work with Third Party Suppliers*).

To help you, we define the following terms and give them initial caps in this document:

- a) **Ad-hoc advice** is our service for customers not using Ongoing Advice, as set out in clause 1 (Investment Advice Services) and detailed in the Ad-hoc advice Tariff of Charges.
- b) **Aegon Customer Dashboard** is provided by Cofunds Limited and is the online tool you can use to view your investments, make transactions and manage your account.
- c) **Aegon Financial Planning Manager** means a person employed by Aegon Financial Planning and certified to carry out investment business, including acting as a financial adviser.
- d) **Aegon Platform** is provided by Cofunds Limited and is the service on which your investments are held and managed.
- e) **General Investment Account** is an investment product with no special tax treatment used to hold funds and cash.
- f) **Initial Advice** is the advice that your Aegon Financial Planning Manager gives you, leading up to and implementing your decision to invest in a Product.
- g) **Model Portfolios** are a diversified set of funds prescribed by the Investment Committee and recommended by an Aegon Financial Planning Manager (not available for new customers).
- h) **Multi-Asset Funds** are investments that diversify across various asset classes – such as equities, bonds, property, and cash – within a single fund to balance risk and return.
- i) **Multi-Manager Funds** are designed to provide diversification by using the expertise of multiple fund managers within a single investment.
- j) **Ongoing Advice** is ongoing investment advice we give you, as set out in clause 1 (Investment Advice Services) and detailed in the Advised Tariff of Charges.
- k) **Portfolio** is the portfolio of investments and cash opened in your name on the Aegon Platform.
- l) **Product** means an investment or plan you have taken out or applied for as part of the Services.
- m) **Services** means the services we give you under this agreement and as further detailed in the Advised Tariff of Charges.
- n) **Stocks and Shares ISA** is a tax-efficient investment product that can hold funds and cash. There is an annual limit on the amount that can be added each tax year.
- o) **Single Fund Solutions** are a simplified portfolio - a single fund that itself invests in a diversified portfolio of other investment funds. Multi-Asset and Multi-Manager funds are an example.
- p) **Third Party Supplier** is the provider of a Product as specified in the relevant Product Terms or the provider of other investment or administrative services.

## 1 Investment advice services

1.1 We provide a range of investment advice services to customers. We will advise you and make a personal recommendation for you after we have assessed your needs. However, we only offer restricted advice on a limited range of carefully selected Products and funds available through Aegon.

1.2 You do not have to accept our advice or recommendations. Your decision to invest in a Product is your own. You must carefully consider the risks and rewards of any recommended Product for you and your own financial and personal position.

**Please note: you must pay the relevant charges that apply to the Advice Service we give you, as set out in the relevant Tariff of Charges.**

1.3 When you ask us to give you financial advice, we can do so in the following ways:

1.3.1 **Initial Advice** - this means the financial advice we give you whenever you begin investing via an Aegon Financial Planning Manager. Further information about our Initial Advice service is shown in the Advised Tariff of Charges.

1.3.2 **Ongoing Advice** - this is when we continue to give you advice (as described in the Advised Tariff of Charges) until either of us ends the service (see clause 11 (*Termination*), which explains how you or we can use these rights). Further information about our Ongoing Advice service is shown in the Advised Tariff of Charges.

We will not give you Ongoing Advice unless we have both clearly agreed that we will do so. Without this clearly stated agreement, we will not give you any further financial advice or monitor your Portfolio.

1.3.3 **Ad-hoc advice** - this means we advise you on a “one-off” basis as described in the Ad-hoc advice Tariff of Charges.

1.4 When you choose to make further transactions to your advised investment Portfolio online or using the forms available at [aegon.co.uk/support](https://aegon.co.uk/support), these services are non-advised. We are therefore not responsible for assessing the suitability of any Product or any investments you choose when transacting using these methods, but charges may still apply in line with clause 9.4. We have designed these non-advised services for investors who are happy to make their own investment decisions. If you are unsure about investing, you should seek financial advice.

## 2 Who can use the services?

2.1 You must be 18 or over to use the Services.

2.2 Services are only available to residents of the United Kingdom.

2.3 Your Portfolio must not be used for business purposes.

2.4 You must maintain a minimum account balance of £20.

2.5 To receive the Service, you must meet our relevant eligibility criteria set out in clauses 2.1-2.4 above. If at any time we have reason to believe you do not meet our criteria, or if we are unable to confirm your identity, you may not be able to use our Services. If you are an existing customer, we may terminate any Service or this agreement as set out in clause 11 (*Termination*).

### **3 How we work with Third Party Suppliers**

- 3.1 We recommend funds, Products and the Aegon Platform as a package, and some of these may be available separately outside of us.
- 3.2 The following Third-Party Suppliers provide the following things regarding the Services:
  - 3.2.1 Cofunds Limited provide Stocks & Shares ISAs, General Investment Accounts, the Aegon Platform and the Aegon Dashboard, and make trades on your behalf.
  - 3.2.2 The Multi-Asset/Primary Fund Range and the Multi-Manager range are provided through Aegon Investments Ltd.
  - 3.2.3 Existing investors may hold Multi-Asset/Primary Funds provided by Legal & General Investment Management.
  - 3.2.4 The Model Portfolio Fund Range is provided through a number of fund management companies. For further information please speak to your Financial Planning Manager.
  - 3.2.5 A fee of £50.00 will be paid by Aegon Financial Planning to Nationwide Building Society when a new customer is introduced by them and invests with Aegon Financial Planning.

### **4 Keeping us informed**

- 4.1 You must give us any information we reasonably ask for, and you agree to tell us without delay of any change in your circumstances or status, including in particular any change of address (including your email address), name or residency status. We may make enquiries to identify your new address. To make these enquiries, we may need to share your details with trusted external parties. We will not be liable for any delay or non-performance of the Services if you have not given us the information we need.

### **5 Stopping transactions on your portfolio**

- 5.1 We may have to suspend the Services for planned maintenance or if we have to deal with technical problems. If this occurs, we will let you know in advance by displaying a notice online unless the problem is urgent or an emergency.
- 5.2 We can suspend or cancel your right to receive any or all of the Services at any time without notice if we believe this is necessary for your or our protection, for example if we suspect that your Portfolio is being used for fraudulent or illegal purposes or if you have breached this agreement. If we are unable to tell you before we do this, we will, where it's lawful, do so immediately after. In situations where we consider urgent action is unnecessary, we will give you at least 7 days' notice before we exercise our right to suspend or cancel your right to receive any or all of the Services.
- 5.3 We may refuse to carry out any instruction you give us on your Portfolio if:
  - 5.3.1 we reasonably believe you did not give us the instruction;
  - 5.3.2 we reasonably suspect fraudulent activity;
  - 5.3.3 your instructions are unclear or incomplete;
  - 5.3.4 it might cause us to act contrary to a law, regulation, code or other duty that applies to us.

- 5.4 If we decide to refuse your instructions, we will tell you by the end of the next working day. We will not tell you if we believe that doing so would compromise security or would otherwise be unlawful. Aegon could also refuse to carry out transactions on your behalf, as set out in the Aegon Platform Terms.
- 5.5 You can call us to ask for information about the refusal and correct any factual errors that led to it. We will provide refusal information and our reasons for refusal if the law allows us to.

## **6 Changes to this agreement and charges**

- 6.1 We may make changes to this agreement or the Services from time to time. For example, we may need to:
- 6.1.1 introduce new charges or change existing charges; or
  - 6.1.2 change the terms of this agreement.
- 6.2 When making any changes, we'll always act proportionately and in accordance with law and regulation.
- 6.3 We can predict some of the reasons why we might need to make changes to this agreement. These are as follows:
- 6.3.1 Changes in the costs of running our business or for providing new or existing Services to you. These costs could include administrative costs, employment costs, building costs and technology costs, or changes in costs of a Service or benefit provided by us or by anyone else.
  - 6.3.2 Developments in technology or in the way the banking industry generally delivers Services; for example, to reflect advances in digital Services.
  - 6.3.3 To respond to changes or reasonably expected changes in law or codes of practice that apply to us or because of a decision by a court or ombudsman. One example is that the Financial Ombudsman could make a ruling about a particular customer that affects our other customers.
  - 6.3.4 To meet regulatory requirements. One example is to reflect any changes in a regulator's requirements or guidance or to make sure we can continue to meet existing requirements or guidance.
  - 6.3.5 We can also make changes to our charges or the way we structure how you pay for the Services for any other valid reason which isn't outlined above.
- 6.4 However, because this agreement could last a long time, we can't anticipate everything that might happen over this period. This means we may also need to make other changes. If we do, when we tell you about the change, we'll explain how it will affect you.

## **7 How we will tell you of changes**

- 7.1 If the change is neutral or to your benefit, we may make it immediately and inform you as set out in clause 8 (*Communication*).
- 7.2 If the change is to your disadvantage, including increases to charges or the addition of new charges, we will tell you about it in writing or email at least 30 days before the change comes into effect.
- 7.3 If you are unhappy with the changes, you can terminate the Services without additional charge in line with clause 11 (*Termination*) and clause 12 (*What happens when this agreement is Terminated*). If you do not terminate the Services, we'll regard you as having accepted the changes.

## **8 Communication**

- 8.1 You can contact us using the contact details we give you. Further information about our address is in clause 18 (*Our Address*).
- 8.2 When we need to tell you something, we will do so in one or more of the following ways:
- 8.2.1 By writing to you via post or email.
  - 8.2.2 By display on our website.
  - 8.2.3 By telephone or in person.
  - 8.2.4 By display on the Aegon Customer Dashboard.
  - 8.2.5 In any other way that is reasonable and appropriate at the time.
- 8.3 By giving us your email address, you agree we may give you information and communicate with you electronically.
- 8.4 The language we'll use in our communications with you will be English.

## **9 Fees, charges and costs**

- 9.1 The price of our Services is set out in our Advised Tariff of Charges in force at the time the charges are incurred.
- 9.2 The charges for the Initial Advice will be deducted from your Portfolio by us or the relevant Third-Party Supplier as set out in the Aegon Platform Terms.
- 9.3 The charges for Ongoing Advice will be deducted from your Portfolio on a monthly percentage basis as set out in the Aegon Platform Terms.
- 9.4 For any other chargeable Service that is not part of the Initial or Ongoing Advice, we'll set out the price, payment method and payment due date in our Advised Tariff of Charges in force at the time the service is provided.
- 9.5 If you are receiving Ongoing Advice, its price also applies to any additional investments you take out directly with the Third-Party Supplier. We set out in our Advised Tariff of Charges the price of the Ongoing Advice for those investments and any plans taken out in line with this clause. The price of Ongoing Advice for those investments is deducted monthly in line with clause 9.3.
- 9.6 We may suspend or terminate the Service we give you if the relevant Third-Party Supplier is unable to deduct payment by the due date for payment in line with clauses above. The relevant Third-Party Supplier will contact you to tell you if they are unable to deduct a payment.
- 9.7 We do not handle your money as part of the Initial or Ongoing Advice. Except as otherwise set out in our Advised Tariff of Charges, we never accept a cheque made out to us or handle cash. Except as otherwise set out in our Advised Tariff of Charges, you must make out all cheques to the provider(s) of the relevant Product(s).

## **10 Tax**

- 10.1 Unless we tell you, our charges for the Services exclude VAT which, if chargeable, you must pay in addition to the charges. If VAT is chargeable and the VAT rate changes between the date you request the Services requested and the date we perform them, we'll adjust the VAT rate you pay in line with the new rate, unless you have already paid for the Services in full before the change in the VAT rate takes effect. If VAT is chargeable to you, you must pay it in the same way as the charges to which it relates.
- 10.2 We may deduct an amount from the value of the investments in the Products that we reasonably estimate will be enough for us to meet any tax liability for which we must account to HM Revenue & Customs for you under the law. We may delay paying any sale proceeds and cash balances until we know that all payments you have made have cleared and we have received all the amounts you owe us.

## **11 Termination**

- 11.1 This agreement with you will remain in place while we provide Services to you.
- 11.2 Termination by us:
- 11.2.1 If we decide to stop offering any or all Services, we will give you 60 days' written notice.
- 11.2.2 We may end or restrict your use of the Services that we provide to you immediately in the following circumstances:
- (i) We are required to do so to comply with any law or regulation.
  - (ii) You do not invest within 90 days' of receiving Initial Advice.
  - (iii) You use your cancellation rights, as set out in the Product Terms.
  - (iv) Your Products are closed, or all your assets are transferred or withdrawn from the Aegon Platform.
  - (v) We lose contact with you or you cease to engage with the Ongoing Advice Service for a period of 3 years.
  - (vi) You fail to meet, or we have good reason to suspect that you do not meet, any eligibility criteria.
  - (vii) You have seriously breached the terms of this agreement or have repeatedly breached them.
  - (viii) You have been threatening or abusive towards our staff or the staff of Third-Party Suppliers.
  - (ix) You have not given us information we have requested about your identity or liability for tax.
  - (x) We reasonably consider that by continuing with this agreement we may break a law or regulation.
  - (xi) We reasonably consider that by continuing with this agreement we may be exposed to action from a government, regulator or law enforcement agency.
- 11.3 Termination by you: You can contact us at any time to end any or all of the Services.

## **12 What happens when this agreement is terminated**

- 12.1 On ending a Service, any associated benefit that we provide with that Service will end.
- 12.2 Termination does not affect rights that have already accrued to you or us, or any of your or our existing commitments to each other, or any contract provisions intended to survive this agreement.
- 12.3 Following termination, you must pay our fees and charges up to the termination date.
- 12.4 We may direct Aegon to retain such cash and investments as may be necessary to settle outstanding transactions and settle your liabilities to us.
- 12.5 If you close your Products within 30 days of opening them, you will be refunded all Ongoing Advice charges paid.
- 12.6 If you notify us that you wish to opt out of Ongoing Advice:
  - 12.6.1 the Service will terminate on the next monthly payment date unless we receive your notification less than 5 working days before then - if so, it would terminate on the following monthly payment date;
  - 12.6.2 you will remain invested in your Products at the time the Service was removed;
  - 12.6.3 you may opt back into Ongoing Advice at any time by booking and completing a financial review with an Aegon Financial Planning Manager. An Investment Review Charge will apply as explained in the Tariff of Charges For Ad-hoc Adviser Charges.
- 12.7 If we terminate the Service because we lose contact with you or you cease to engage with us for 3 years in line with clause 11.2.2 (v), we will no longer give you Ongoing Advice and we will cancel any related ongoing adviser charge. You may restore Ongoing Advice without any additional charge by contacting us within 60 days.

## **13 Joint customers**

- 13.1 If you hold a joint General Investment Account, the following things apply:
  - 13.1.1 You are each individually and jointly liable for money owed to us. So, unless you and we have agreed otherwise in writing, we have the right to demand repayment from all or any of you for all or part of the money.
  - 13.1.2 Any of you can give us instructions or receive notices on behalf of the others regarding this agreement and the Services, except as stated in this clause. However, if we know or suspect there may be a dispute or conflict of interest between you, we may seek instructions from each of you.
  - 13.1.3 We may contact and otherwise deal only with the Portfolio holder named first in our records, subject to any legal requirement or unless you request otherwise.
  - 13.1.4 You may ask us to remove a person (or persons) from a joint account or Service, including by converting it to a sole account or Service. We may require authority from all of you before doing so. Any person removed from the account or Service will continue to be liable for all obligations and liabilities under this agreement regarding the period before they were removed from it.

- 13.1.5 We will not act on instructions from one of you to change your address details; we require such an instruction to be given by all of you.
- 13.1.6 you agree to be bound by anything done or agreed to by the other joint account holder(s) regarding the account;
- 13.2 If one of you elects to opt out of Ongoing Advice or end the agreement across any of your Products in accordance with clause 13.1.2 the change will apply in relation to all joint customers' combined Portfolios, including those Products that you each own individually (such as Stocks and Shares ISAs);
- 13.3 On a joint Portfolio holder's death, the agreement continues and remains binding on the surviving Portfolio holder(s). We may act on the instructions of any personal representative (or liquidator) appointed over your estate. However, we must first receive proof of their authority for any part of the account that all the people who entered into this agreement agree is the appropriate part of the account for the personal representative or liquidator to deal with.
- 13.4 When we receive confirmation of the death of a sole or last surviving Portfolio holder, we will instruct Aegon to stop deducting our charges from the Portfolio holder's account. Aegon's platform charges and any relevant third-party charges will continue to apply to the account until the account is closed.

## **14 What we are liable for**

- 14.1 Except as otherwise explained in this agreement, we are liable to you for:
- 14.1.1 any loss, injury or damage you suffer because of our negligence, default or fraud;
- 14.1.2 any material breach by us of this agreement; or
- 14.1.3 any failure, delay (that was within our control) or error by us (or our agents) in carrying out our instructions.
- 14.2 We are not liable to you for:
- 14.2.1 unforeseeable losses or indirect losses such as loss of business, loss of goodwill, loss of opportunity or loss of profit;
- 14.2.2 any losses arising from any cause whose effect was beyond our reasonable control to avoid;
- 14.2.3 our failure to comply with this agreement because of our obligations under law or regulation.
- 14.3 We are not liable for any losses you may suffer because of any failure of the Aegon Platform - including the Aegon Customer Dashboard - transmission failure, or delays or similar technical errors provided by third parties, to the extent that the failure is beyond our reasonable control.
- 14.4 You are liable for any losses you and we suffer if you act fraudulently or allow another person to use your security details or your Portfolio. You are also liable for any reasonable losses you and we suffer as a result of your material breach of this agreement or if you give us inaccurate or untrue information.

## 15 Conflicts of interest

- 15.1 As far as possible, all conflicts are managed to safeguard your interests. This is why we maintain an Aegon Financial Planning Conflicts of Interest policy. You may request further information about it at any time. The policy is available at [aegon.co.uk/afp](https://aegon.co.uk/afp)
- 15.2 Aegon Financial Planning is a trading name of Origen Financial Services Limited. Origen Financial Services Limited is authorised and regulated by the Financial Conduct Authority. Origen is wholly owned by Aegon UK plc, however Origen operates independently to Aegon UK plc. Aegon Financial Planning offer a restricted advice service on products from Cofunds Limited. Cofunds Limited is also wholly owned by Aegon UK plc. Origen Financial Services Limited won't pay remuneration to any Aegon UK plc companies for Aegon customers using the Aegon Financial Planning service.

## 16 General

- 16.1 If any part of this agreement is found to be unfair or unenforceable, all other parts of it will remain valid.
- 16.2 English law applies to this agreement and the Services. If you want to bring a claim against us in the courts, the courts of England and Wales will be able to deal with any questions relating to this agreement, but if you live in another country, you can bring a claim in the courts with which are local to you.
- 16.3 We may appoint agents to carry out our obligations in providing the Services if this is allowed by the relevant regulations and the Financial Conduct Authority Handbook. However, we'll do so only if we are satisfied that the agent is competent to perform such tasks. We are liable for the acts of any agents we appoint.
- 16.4 By giving you 30 days' written notice, we may transfer our rights and obligations under this agreement to another organisation. We will always notify you in writing if this happens. If such a transfer takes place, we'll always ensure that the transfer will not reduce your rights or increase your obligations regarding this agreement.
- 16.5 You cannot transfer your rights under this agreement to anybody else.
- 16.6 This agreement is between you and us. No other person has any rights to enforce any of its terms, except that the relevant Third-Party Suppliers have the right to deduct certain charges as specifically set out in clause 9 (Fees, Charges and Costs).
- 16.7 We may receive training and marketing support from the range of companies we work with. There is no explicit charge for this support, but some of its cost may be funded by their charges. Further information is available on request.

## 17 How we are regulated

- 17.1 Aegon Financial Planning is a trading name of Origen Financial Services Limited. Origen Financial Services Limited is authorised and regulated by the Financial Conduct Authority. Register number 192666. You can confirm this by visiting the Financial Conduct Authority website [www.fca.org.uk/firms/financial-services-register](https://www.fca.org.uk/firms/financial-services-register) or by contacting the Financial Conduct Authority on 0800 111 6768. Our Registered Office is: 2nd Floor, Ascent 4, 2 Gladiator Way, Farnborough, Hampshire GU14 6XN. Registration Number: 03926629.

## 18 Our address

18.1 Correspondence about our Services should be sent to:

Aegon Financial Planning,  
Sunderland SR43 4DX

or another address we may give you.

## 19 If you're not happy

19.1 We have a complaints procedure. For more information or to make a complaint in relation to services received from us, please:

19.1.1 write to Aegon Financial Planning, Sunderland SR43 4DX;

19.1.2 email [AFPCComplaints@origenfs.co.uk](mailto:AFPCComplaints@origenfs.co.uk);

19.1.3 phone 0800 819 9111.

19.2 If you are not satisfied with the way we have dealt with your complaint, you may refer it to the Financial Ombudsman Service. You can also refer your complaint to them first without giving us the opportunity to resolve it, but if you do this, they will only consider your complaint with our consent. The Financial Ombudsman Service provides a free, independent, complaint resolution service. Details about their service and how to refer a complaint to them can be found on their website at [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

19.3 If you invest without a personal recommendation from us, you do not have access to the Financial Ombudsman Service regarding the suitability of the investment that you choose.

19.4 The Financial Services Compensation Scheme (FSCS) - The FSCS is the UK's statutory compensation fund for customers of authorised financial services firms. 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 or you can visit [fscs.org.uk](http://fscs.org.uk), but as a guide:

- Investments - Eligible claims related to most types of investment business are covered for 100% of a claim up to a maximum of £85,000 per person per firm.
- Insurance - In the majority of cases, eligible claims related to advising and arranging of protection products are covered for either 90% or 100% of the claim, without any upper limit.

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