

# Moving Ahead Our Terms



Annuity<sup>h</sup>help Direct

V2 April 2024

# The Annuityhelp Direct Terms of Business

This is our standard Terms of Business document upon which we intend to rely and it is governed by the law of England and Wales. Any disputes will be dealt with in this jurisdiction. For your own benefit and protection you should read these terms carefully. If you do not understand any point please ask for further information.

## Who Are We?

Annuityhelp Direct is a trading style of Pensionhelp Ltd. Pensionhelp Limited is authorised and regulated by the Financial Conduct Authority (FCA). Pensionhelp Limited's address is **Pensionhelp, Lloyds House, 18-22 Lloyd Street, Manchester, M2 5WA**  
**Tel: 0161 956 2328**

The FCA firm registration number of Pensionhelp Limited is 754665. This can be viewed on the FCA's

firm register at <https://register.fca.org.uk/s/systems-reporting/register> or by contacting the FCA on 0800 111 6768. The FCA's address is 12 Endeavour Square London E20 1JN



# About This Document

We are required to disclose to all clients the information contained within this document.

## Services We Offer

Annuityhelp Direct is an insurance intermediary which provides an annuity comparison service. Annuityhelp Direct do not offer financial advice or personal recommendations. We compare annuity rates across the market, provide information and transact annuity applications based on client selections.

## Communications

Communications and correspondence between you and the firm will be made in English unless otherwise agreed.

In the interest of security, we may monitor and/or record your telephone calls with us.

## Fees & Charges

Annuityhelp Direct receive a commission paid by annuity providers if an annuity is purchased using our services. The annuity rates provided are provided net of commission and the results we provide are based on the annuity rates and are not affected in any way by commission rates. If an annuity is not purchased using our

service, then no charge is made. Commission rates vary by annuity provider and will be disclosed on each illustration issued.

You can pay a fee if you wish, this will need to be paid by cheque or bank transfer and sent in at the same time as your application form. This would mean that your annuity rate would increase slightly as no commission would be paid by the annuity provider.

We cannot be held responsible for any contract alteration where you have acted without consultation with Annuityhelp Direct. If you contact a provider to change a contract that we have arranged for you, we may receive a payment from the provider. If this happens, we will tell you, in writing, how much we receive.

Annuityhelp Direct may receive monetary or non-monetary benefits from product providers / fund managers to assist in the training and development of its staff. Such benefits fall within the Financial Conduct Authority's rules on reasonable benefits and do not impact on your ability to act in your best interests.



## Provision of Personal Information

In order to offer our comparison service, we must obtain certain information from you about your financial and personal circumstances to obtain the annuity rate. We will obtain details including your annuity preferences, your health information and if you are looking to add a dependent's pension then we will need to collect the same information from them.

Please refer to the Annuity Direct Customer Privacy Notice for full details of how your data will be held and processed.

## Risk Warnings

When using our service we will communicate the risks of purchasing an annuity to you. These include making you aware that the purchase of an annuity cannot be changed and that annuity rates can change significantly during the purchasing process and the rate you obtain could be different to the one quoted.

## Client Money

Annuityhelp Direct are not authorised to handle client money.

Under no circumstances should a cheque for premiums or investment monies of any kind be made payable to Annuityhelp Direct.

Invoices for services provided by Annuityhelp Direct will be issued by and are payable to Pensionhelp Limited.

## Product Cancellation Rights

Full details of your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract.

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 an annuity product.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Please be aware, in the event of cancellation the ceding scheme is under no obligation to accept the funds back and generally they do not.

## Protecting Your Personal Information

We take our responsibilities for your data very seriously and we are committed to doing the right thing when it comes to how we collect, use and protect your personal data. Full details are contained in our separate 'Privacy Policy' which is found on our website. It explains why we collect your personal data, the type of personal data we collect and how we use it when providing our services to you. It also explains the rights and choices you have when it comes to your personal data.

## 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.

## Best Execution

In transmitting annuity applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you..

## Legal And Accounting Advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

## Documentation

All policy documents will be forwarded to you as soon as practicable after we receive 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.

## Client Classification

All clients of Annuityhelp Direct will be treated as retail clients.



## Distance Marketing Directive

On occasions when it may be necessary to conduct our business without any personal contact, we will advise you if this requires the creation of a distance contract between us. In this contract, you will be provided with additional information as required by the directive.

## Complaints & Redress

Annuityhelp Direct takes care to provide the highest standards of service. However, in the event that you should have a complaint, please contact the Complaints Coordinator at Annuityhelp Direct on 0161 956 2328 or in writing to them at, Annuityhelp Direct at Pensionhelp, Lloyds House, 18-22 Lloyd Street, Manchester, M2 5WA.

We will formally acknowledge your complaint and send you a copy of our formal complaints

procedure. We will investigate the matter in line with our procedures and in accordance with the FCA Rules and will report our findings. If you are still unhappy with the outcome you will have the right to take an eligible complaint to the Financial Ombudsman Service and we will provide details of how to do so at that stage.

We are covered by the Financial Services Compensation Scheme – FSCS. If you make a valid claim against the company in respect of the advice provided and we are unable to meet our liabilities in full, you may be entitled to redress from the FSCS. The FSCS provides protection against an authorised investment firm going out of business.

If your complaint relates to products or services you have bought from us online, or by any 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>

## Termination

This agreement may be terminated, in writing, by either party giving not less than 10 business days' notice to the other party, but without prejudice to the completion of transactions already initiated. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable.

Ongoing services can be cancelled at any time without penalty by simply informing us in writing, but please note that we reserve the right to charge you for services provided prior to cancellation.

## The Financial Services Compensation Scheme (FSCS)

The amount of redress available will depend on the type of business and the circumstances of the claim:

Type of business	Maximum FSCS compensation
Deposits: £85,000 per person per firm (for claims against firms declared in default from 1 January 2017).	100% OF £85,000.
Investments: £85,000 per person per firm (for claims against firms declared in default from 1 April 2019).	100% of the first £85,000.
Insurance Business.	No upper limit on the amount of protection (for claims against firms declared in default from 3 July 2015). Long-term insurance benefits protected 100%. Claims under compulsory insurance, professional insurance and certain claims for injury, sickness or infirmity of policyholder are protected at 100%. FSCS protects 90% of other types of claim with no upper limit.
Further information is available from the FSCS at <a href="http://www.fscs.org.uk">www.fscs.org.uk</a> .	

## Professional Indemnity Insurance

Pensionhelp Direct Limited maintains Professional Indemnity Insurance which also provides cover for Annuityhelp Direct.

## Your Responsibilities

All answers on proposal forms or any other document or statement made are your responsibility. You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy or at renewal but it also applies throughout the life of the policy. If you fail to disclose any material information to the insurance company this could invalidate the policy and mean that claims may not be paid.

You should check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

You should read all documents issued to you and ensure that you are aware of the features, cover, limits and other terms that apply. You should pay particular attention to any features of the annuity such as the dependant's pension, the guarantee period and any increases.

You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. We strongly advise you to retain copies of all correspondence that you send us, for your own protection.

## Conflict Of Interests

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, 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.

Pensionhelp Limited does not have a direct or indirect holding in any of the annuity providers. None of the annuity providers have a direct or indirect holding in Pensionhelp Limited. We are not under any contractual obligation to conduct business with one or more of the annuity providers. We are acting, for you the customer, and not on behalf of the annuity providers.







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Manchester,  
M2 5WA

**T:** 0161 831 5525

**E:** [enquiries@annuityhelpdirect.co.uk](mailto:enquiries@annuityhelpdirect.co.uk)

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Pensionhelp Limited is Registered in England and Wales: 9437056  
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