Carbon Neutral Britain
CERTIFIED CARBON NEUTRAL BUSINESS

JBR CAPITAL | FUND YOUR PASSION

Offering Finance with JBR Capital

Product Information and Distributor Information

Version 1.0 – April 2023

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PRODUCT INFORMATION

Introduction

- This sets out the information that we are required to share with you, as the manufacturer, under the FCA's Consumer Duty to enable you to meet your own obligations. This information is for your use and not to be provided to other parties. Further information on the Consumer Duty can be found further in this Guide.
- This summary document is being provided to you to fulfil our responsibilities under PRIN 2A.4.15R and PRIN 2A.3.12 R (2).
- It is designed to support you to comply with your responsibilities under PRIN 2A.3.16 R and PRIN 2A.4.16 R. Please note that you are ultimately responsible for meeting your obligations under 'The Consumer Duty'.

What is our Approach to Product Governance?

- We have in place a Product Governance, Distribution and Pricing Committee which holds responsibility for the oversight and pricing of products, including ensuring that they deliver good outcomes for clients, fit for purpose and deliver fair value. This is formulised within our Corporate Governance Structure.

Consumer Duty and Product Governance

For Consumer Duty, we have considered the following elements:

- ✓ Target Market and Product Design;
- ✓ Distribution Arrangements;
- ✓ Fair Value Assessment;
- ✓ Consumer Understanding Obligations, including the provision of verbal and written information;
- ✓ Consumer support;
- ✓ Monitoring of Customer Outcomes and other Management Information;
- ✓ Marketing, Financial Promotions and our use of Social Media;
- ✓ Post-Sale Client Experience (including complaints), both in terms of us as a manufacturer and you as a distributor;
- ✓ Use of third parties; and
- ✓ Regulatory Changes and Best Practice.

When completing the Fair Value Assessment, we have considered:

- ✓ Target Market
- ✓ Distribution
- ✓ Commission Levels, particularly in relation to CONC requirements
- ✓ Product benefits and Limitations
- ✓ Additional protections provided to clients by our product, e.g. rejection rights
- ✓ Complaints
- ✓ Client Vulnerability
- ✓ Costs, both direct and indirect
- ✓ Funding Costs
- ✓ Commercial and Operating Environment

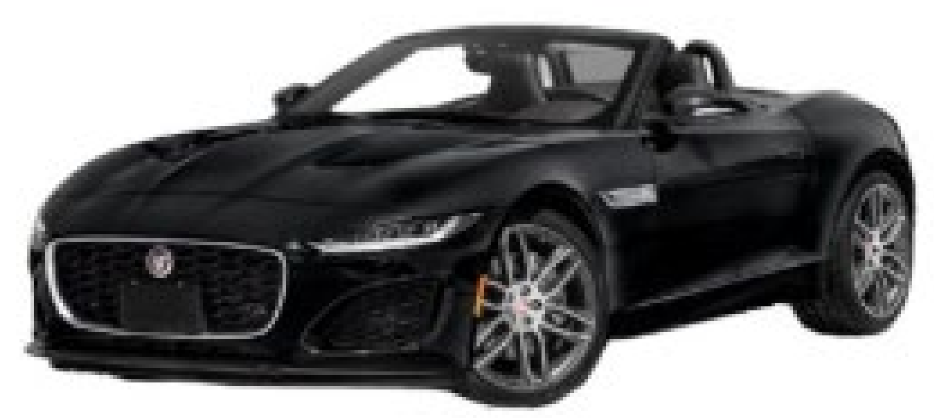
PRODUCT NATURE

The Nature of the Product

- The product is designed as a fixed sum product where we pay directly to the Supplier the customer's motor finance sums, and then the customer hires/leases the vehicle from us for an agreed term, plus interest. At the end of this term, if applicable, a balloon may be payable together with a small Option to Purchase Fee.
- The price of the vehicle is set by the Supplier (but independently checked and assessed by us), upon which the interest rate (and APR) is added based on the product type and Commission Table that has been selected by the introducer. Depending on the credit risk of the borrower, we may change the required deposit, rate of interest or balloon in line with our Credit & Counterparty Risk Management Policy.
- The term of the Agreement will be between 12 months and 60 months – the hire agreement can be cancelled at any time subject to the requirements of the Consumer Credit Regulations and CONC – the corresponding action taken by us will be determined by the nature of cancellation, the term, the amounts paid to date by the client and any other relevant factors.
- If the client wishes to change the vehicle mid-term, then a settlement figure is required from us to terminate the old agreement and, subject to underwriting criteria, commence a new agreement with us.

Product Benefits

- The Product allows customers in the target market to spread the costs of purchasing a High-End or Luxury Vehicle in order to support their lifestyle choices.



PRODUCT CHARACTERISTICS – REGULATED HIRE PURCHASE

• Deposit:	Consumers are typically required to pay an initial deposit, which can range from 10% to 50% of the vehicle's value or cost price. The deposit amount influences the monthly payment amounts and the duration of the agreement.
• Balloon / Final Payment:	HP agreements can be on a full amortisation basis which has higher monthly payments but no large final payment or with a Balloon, whereby consumers will pay a lower monthly payment but a deferred capital payment – the "Balloon" is payable at end of the agreement. Unlike on Personal Contract Purchase (PCP) the consumer is responsible for the final payment which is not guaranteed.
• Fixed monthly payments:	After paying the deposit, consumers make fixed monthly payments for the duration of the contract. These payments cover the cost of the car, interest charges, and any additional fees.
• Interest rates:	HP agreements have interest rates that can vary depending on factors such as the consumer's credit history, the car's value and age, and the length of the agreement. The interest rate is fixed for the duration of the contract.
• Contract duration:	The length of an HP agreement typically ranges from 12 to 60 months, depending on the consumer's preferences and financial circumstances.
• Ownership transfer:	At the end of the agreement, after all payments have been made, the consumer gains full ownership of the vehicle. During the term of the contract, the finance company technically owns the car, and the consumer gains ownership once they've made the final payment.
• Early settlement:	Consumers have the option to settle the agreement early by paying the outstanding balance. This may incur a penalty, so it's essential to review the terms of the agreement before deciding to settle early.
• Vehicle condition:	Throughout the HP agreement, the consumer is responsible for the car's maintenance and upkeep. Any damage or excessive wear may incur additional charges at the end of the agreement.
• No mileage restrictions:	Unlike other finance options, such as Personal Contract Purchase (PCP), HP agreements generally do not have mileage restrictions, making them suitable for consumers who drive long distances.
• Consumer protections:	Hire Purchase agreements are regulated by the Consumer Credit Act in the UK, providing consumers with protection and rights regarding cancellations, complaints, and disputes.
• Credit impact:	As with any financing option, the consumer's credit history plays a significant role in determining the interest rate and approval for an HP agreement. Consistent, timely payments can improve credit scores, while missed payments can have a negative impact.

PRODUCT SUITABILITY – REGULATED HIRE PURCHASE

Hire Purchase is suitable for a variety of consumers, particularly those who:

- Want full ownership: HP is ideal for individuals who want to own the car outright at the end of the agreement. Where there is lump sum balloon payment at the end of the agreement this would need to be paid for title to pass.
- Prefer fixed monthly payments: Consumers who prefer the stability of fixed monthly payments over the contract period may find HP agreements appealing.
- Have a sufficient deposit: HP agreements typically require a minimum initial 10% deposit, so individuals with a reasonable amount of savings or a trade-in vehicle to put towards the deposit will benefit from this financing option.
- Drive without mileage restrictions: Unlike Personal Contract Purchase (PCP), HP agreements generally do not impose mileage restrictions, making them suitable for individuals who drive long distances or have unpredictable driving patterns.
- Can afford maintenance and insurance costs: As the consumer is responsible for the vehicle's maintenance, insurance, and upkeep throughout the agreement, an HP finance product is suitable for those who can afford these costs.
- Plan to keep the car long-term: HP agreements are better suited for consumers who intend to keep the vehicle for an extended period, as the total cost of ownership is spread over the length of the contract.
- Have a stable financial situation: HP agreements require consistent monthly payments over the contract term, so they are suitable for individuals with a stable income and the ability to commit to these payments.
- Want to improve their credit rating: Making timely payments on an HP agreement can help consumers build a positive credit history, making it an appealing option for those looking to improve their credit rating.

- While a Hire Purchase finance product offers various benefits, it may not be the best choice for everyone. Consumers should carefully consider their financial situation, driving habits, and vehicle ownership preferences before committing to an HP agreement. Alternative finance options, such as Personal Contract Purchase (PCP) or Contract Hire / Leasing may be more suitable for some individuals.

PRODUCT RISKS – REGULATED HIRE PURCHASE

Some of the key risks associated with HP agreements include:

• Repossession risk:	Since the finance company technically owns the vehicle during the term of the agreement, failure to make timely payments can result in the car being repossessed. This can have a significant impact on the consumer's credit score and their ability to secure future financing.
• Higher overall cost:	Compared to other financing options, such as Contract Hire or Leasing, the total cost of an HP agreement may be higher. This is because consumers are financing the entire value of the car, rather than just a portion of it.
• Limited flexibility:	HP agreements offer limited flexibility compared to other finance products. For example, unlike PCP agreements, there is no option to return the vehicle at the end of the contract without additional costs, and early termination may result in penalty fees.
• Negative equity risk:	If the value of the vehicle decreases faster than the outstanding balance on the HP agreement, consumers may find themselves in a negative equity situation. This can be problematic if they want to sell the car or trade it in before the end of the agreement.
• Settlement risk:	A customer will be charged if the amount of a single payment in respect of early settlement exceeds £8,000 or the total of early settlements exceeds £8,000 in any 12-month period. This charge will be the lower of. (i) 1% of the amount repaid early where the remaining term of the agreement is more than one year, or 0.5% of the amount repaid early, where the remaining term is equal to or less than one year, and (ii) the total amount of interest that would have been paid by the customer under the agreement from the date payment is made to the end of the agreement
• Impact on credit:	As with any form of credit, an HP agreement can have both positive and negative effects on a consumer’s credit score. Missed payments or defaults will negatively impact the credit score, while timely payments can help improve it.
• Commitment to the full term:	Consumers are generally committed to the full term of the agreement and may incur penalty fees if they decide to terminate the contract early. This can be a disadvantage for those who experience changes in their financial circumstances or need to switch to a different vehicle.
• Maintenance responsibility:	Throughout the HP agreement, the consumer is responsible for the vehicle's maintenance and upkeep. Any damage or excessive wear may incur additional charges at the end of the agreement or affect the car's resale value.
• Interest rates:	Individuals with lower credit scores may face higher interest rates, which can increase the overall cost of the HP agreement.

- Consumers should carefully weigh the risks and benefits of an HP agreement before committing to this type of finance product.

PRODUCT SUITABILITY RISK – REGULATED HIRE PURCHASE

Non-Target Market & Potentially Not Suitable

Hire Purchase (HP) agreements may not be suitable for certain individuals, depending on their preferences, financial situation, and needs. This product may not be designed for:

• Consumers who desire frequent vehicle changes:	HP agreements are not ideal for individuals who want to change their vehicles regularly or prefer driving the latest models, as they involve a long-term commitment and eventual ownership of the car.
• Consumers who want lower monthly payments:	consumers seeking lower monthly payments might find other finance options, such as Contract Hire / Leasing, more suitable, as these options typically have lower monthly costs due to not financing the entire value of the car.
• Consumers seeking a Guaranteed Future Value and flexibility:	HP agreements offer limited flexibility compared to Personal Contract Purchase (PCP). For example, they do not have the option to return the vehicle at the end of the contract without additional costs, unlike PCP agreements.
• Consumers with unstable financial situations:	Those with uncertain or fluctuating income may find it challenging to commit to the fixed monthly payments required by an HP agreement. Other financing options, such as leasing, may offer more flexibility in case of financial changes.
• Consumers who don't want ownership responsibility:	Some individuals may prefer not to be responsible for the long-term maintenance and depreciation risks associated with vehicle ownership. Leasing or PCP agreements, where the consumer may not end up owning the car, might be more suitable for these individuals.
• Consumers with poor credit:	While it is still possible to obtain an HP agreement with a low credit score, such individuals may face higher interest rates and less favourable terms, making other finance options or improving their credit score before financing a more viable choice.
• Consumers who want to minimise interest costs:	Those who can afford to pay for the vehicle upfront, in cash, may prefer to avoid the interest costs associated with an HP agreement or any other financing option.

PRODUCT COSTS – REGULATED HIRE PURCHASE

Fees and Charges

Fees and charges relate to:

- Application Fee
- Default Fee
- OTP Fee
- Non-direct debit payment Fee

PRODUCT CHARACTERISTICS – REGULATED HIRE PURCHASE (EQUITY RELEASE)

Equity Release Hire Purchase agreements or refinancing allow consumers to release equity from a car they already own. This can be a useful way to access funds for other purposes while still retaining ownership and use of the vehicle

- Existing vehicle ownership: The consumer must already own the car, either outright or with a small outstanding balance on an existing finance agreement.
- Valuation of the vehicle: We will determine the current market value of the car, which will serve as the basis for the amount of equity that can be released.
- Equity release amount: The amount of equity available for release depends on the car's valuation and any outstanding balance on the existing finance agreement. We may set a maximum loan-to-value (LTV) ratio, such as 70% or 80% of the vehicle's value, to limit the amount of equity that can be released.
- New Hire Purchase agreement: Once the equity release amount is determined, the consumer will enter into a new Hire Purchase agreement. This agreement will include monthly payments based on the released equity, interest rates, and repayment term.
- Balloon / Final Payment: HP agreements can be on a full amortisation basis which has higher monthly payments but no large final payment or with a Balloon, whereby consumers will pay a lower monthly payment but a deferred capital payment – the "Balloon" is payable at end of the agreement. Unlike on Personal Contract Purchase (PCP) the consumer is responsible for the final payment which is not guaranteed.
- Fixed interest rates: Equity Release HP agreements typically feature fixed interest rates for the duration of the contract. The interest rate will depend on factors such as the consumer's credit history, the car's value and age, and the length of the agreement.
- Contract Duration: The repayment term for Equity Release HP agreements can range from 12 to 60 months, depending on the consumer's preferences and financial circumstances.
- Ownership: We will retain ownership of the vehicle throughout the Equity Release HP agreement. At the end of the agreement, after all payments have been made, the consumer gains full ownership of the vehicle.
- Fixed Monthly payments: The consumer will be required to make fixed monthly payments during the term of the agreement. These payments will cover the released equity, interest charges, and any additional fees.
- Vehicle condition and maintenance: The consumer is responsible for the vehicle's maintenance and upkeep throughout the term of the agreement. Any damage or excessive wear may incur additional charges or impact the car's resale value.
- Consumer protections: Equity Release Hire Purchase agreements are regulated by the Consumer Credit Act in the UK, providing consumers with protection and rights regarding cancellations, complaints, and disputes.
- Credit impact: As with any financing option, the consumer's credit history plays a significant role in determining the interest rate and approval for an HP agreement. Consistent, timely payments can improve credit scores, while missed payments can have a negative impact.

PRODUCT NATURE – REGULATED HIRE PURCHASE (EQUITY RELEASE)

Product Suitability

Equity Release Hire Purchase agreements can be suitable for a range of consumers, depending on their financial situation, preferences, and needs. Some of the individuals who might find this finance product appropriate include:

- Consumers needing access to funds: This finance product is ideal for individuals who require funds for other purposes, such as home improvements, debt consolidation, or emergency expenses, and prefer to leverage the equity in their car rather than taking out a personal loan or using a credit card.
- Consumers with a valuable car: Individuals who own a car with a relatively high market value can potentially release a significant amount of equity, making this product more attractive and useful.
- Consumers with stable finances: Those with a stable financial situation and predictable income may find Equity Release HP agreements appealing, as they can budget for the fixed monthly payments throughout the contract term.
- Consumers who prefer predictable payments: Equity Release HP agreements offer fixed interest rates and monthly payments, making them suitable for individuals who prefer predictable expenses and a clear repayment schedule.
- Consumers who want to retain ownership: This product is suitable for individuals who want to access the equity in their car but still retain ownership at the end of the agreement and use of the vehicle throughout the term.
- Consumers with good credit: While individuals with lower credit scores may still be eligible for Equity Release HP agreements, those with good credit are more likely to secure better interest rates and terms.

- While a Hire Purchase finance product offers various benefits, it may not be the best choice for everyone. Consumers should carefully consider their financial situation, driving habits, and vehicle ownership preferences before committing to an HP agreement. Alternative finance options, such as Personal Contract Purchase (PCP) or Contract Hire / Leasing may be more suitable for some individuals.

PRODUCT RISKS – REGULATED HIRE PURCHASE (EQUITY RELEASE)

Product Risks

Some of the key risks associated with HP agreements include:

- Repossession risk: Since the finance company technically owns the vehicle during the term of the agreement, failure to make timely payments can result in the car being repossessed. This can have a significant impact on the consumer's credit score and their ability to secure future financing.
- Higher overall cost: Compared to other financing options, such as Contract Hire or Leasing, the total cost of an HP agreement may be higher. This is b because consumers are financing the entire value of the car, rather than just a portion of it.
- Limited flexibility: HP agreements offer limited flexibility compared to other finance products. For example, unlike PCP agreements, there is no option to return the vehicle at the end of the contract without additional costs, and early termination may result in penalty fees.
- Negative equity risk: If the value of the vehicle decreases faster than the outstanding balance on the HP agreement, consumers may find themselves in a negative equity situation. This can be problematic if they want to sell the car or trade it in before the end of the agreement.
- Impact on credit: As with any form of credit, an HP agreement can have both positive and negative effects on a consumer's credit score. Missed payments or defaults will negatively impact the credit score, while timely payments can help improve it.
- Commitment to the full term: Consumers are generally committed to the full term of the agreement and may incur penalty fees if they decide to terminate the contract early. This can be a disadvantage for those who experience changes in their financial circumstances or need to switch to a different vehicle.
- Maintenance responsibility: Throughout the HP agreement, the consumer is responsible for the vehicle's maintenance and upkeep. Any damage or excessive wear may incur additional charges at the end of the agreement or affect the car's resale value.
- Interest rates: Individuals with lower credit scores may face higher interest rates, which can increase the overall cost of the HP agreement.
- Consumers should carefully weigh the risks and benefits of an Equity Release HP agreement before committing to this type of finance product.

PRODUCT SUITABILITY RISK – REGULATED HIRE PURCHASE (EQUITY RELEASE)

Non-Target Market & Potentially Not Suitable

Equity Release Hire Purchase agreements may not be suitable for certain individuals, depending on their preferences, financial situation, and needs. This product may not be designed for:

- Consumers with low value cars: Individuals who own a car with low market value may not be able to release a significant amount of equity, making this product less attractive and useful for them.
- Consumers with unstable financial situations: Those with uncertain or fluctuating income may find it challenging to commit to the fixed monthly payments required by an Equity Release HP agreement. Other financing options, such as personal loans or credit cards, may offer more flexibility in case of financial changes.
- Consumers seeking lower interest rates: Individuals who can qualify for lower interest rates on other financing options, such as personal loans or credit cards, may find those alternatives more cost-effective than an Equity Release HP agreement.
- Consumers who prefer other financing options: Some individuals may prefer other financing options, such as personal loans, credit cards, or remortgaging their property, based on their specific financial situation and preferences.
- Consumers with poor credit: While it is still possible to obtain an Equity Release HP agreement with a low credit score, such individuals may face higher interest rates and less favourable terms, making other finance options or improving their credit score before financing a more viable choice.
- Consumers who want to minimise interest costs: Those who can afford to pay for their financial needs upfront, in cash, may prefer to avoid the interest costs associated with an Equity Release HP agreement or any other financing option.

It's essential for consumers to carefully consider their financial circumstances, preferences, and long-term plans before choosing an Equity Release Hire Purchase agreement or any other finance product. Consulting with a financial advisor or comparing various financing options can help ensure the most suitable choice is made.

PRODUCT COSTS – REGULATED HIRE PURCHASE (EQUITY RELEASE)

Fees and Charges

Fees and charges relate to:
- Application Fee
- Default Fee
- OTP Fee
- Non-direct debit payment Fee

FAIR VALUE ASSESSMENT – REGULATED HIRE PURCHASE

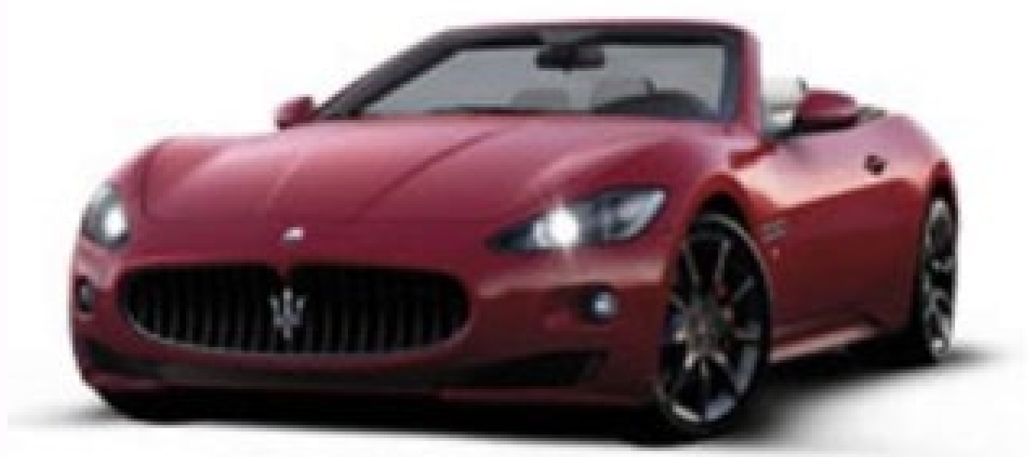
Assessing Fair Value

- Assessing fair value for customers in the target market for consumer hire purchase motor finance loans involves considering multiple factors to ensure that the financial products offered are competitively priced, transparent, and suitable for the customers' needs. The Product allows clients the benefit of being able to spread and defer the cost of their Motor Purchase.

Key steps used to assess fair value:

- Cost: The minimum level of interest which is charged reflects the costs of funds, bad debt provisions, distribution, operating costs and an appropriate level of profit is set by us, and reflected within our pricing tables. We charge an Application Fee to reflect the costs of processing the application and credit decisioning, as well as a Default Fee in the event of default and a non-direct debit fee reflecting the higher processing costs.
- Market research: Conducted thorough market research to understand the target audience's needs, preferences, and financial situation. This information allows us to tailor our motor finance products to suit our customers better and provide fair value.
- Competitor analysis: Analysis of competitors products in the motor finance market, including interest rates, loan terms, and additional fees to gauge the prevailing market rates and ensure that our products are priced competitively for each relevant customer and vehicle risk profile.
- Transparency: Ensure that all fees, charges, and terms associated with our motor finance loans are clearly disclosed to customers. Transparency is crucial for customers to assess the value of the product and make informed decisions.
- Flexibility: Offer a range of motor finance products with varying interest rates, loan terms, and repayment options to cater to different customer needs. This allows our customers to choose the most suitable product for their financial situation and preferences, ensuring fair value.
- Risk-based pricing: We operate a risk-based pricing approach, where interest rates and loan terms are determined based on the customer's credit profile and other risk factors. This approach ensures that customers with a lower risk profile receive better terms, while those with a higher risk profile are charged appropriately for the increased risk. In addition, the type of product impacts pricing, for instance, the additional costs of serving particular client segments and/or operating in certain markets, for instance, Private Vendor Sales do not involve a professional Dealer and therefore the risk of quality costs to us is greater.
- Customer education: We provide educational resources and tools, such as loan calculators and comparison tools on our website, to help customers understand the costs and benefits of different motor finance products. This will enable customers to assess the value of the products and make informed choices.

- Compliance with regulations: Our motor finance products comply with relevant regulations, such as the Consumer Credit Act and Financial Conduct Authority (FCA) guidelines. Compliance with these regulations helps ensure fair treatment of customers and promotes transparency and trust.
- Ongoing monitoring: We monitor customer feedback, market trends, and competitor offerings to identify areas for improvement to ensure our motor finance products continue to provide fair value to customers.
- Responsible lending: We follow responsible lending practices, such as conducting thorough affordability assessments and credit checks, to ensure that customers are not provided with loans they cannot afford. This helps protect customers from over-indebtedness and financial hardship.
- By considering these factors we are satisfied that our product offering provides fair value to customers in the UK consumer motor finance market.



VULNERABLE CUSTOMERS

A vulnerable consumer is said to be someone who, due to their personal circumstances, is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care.

Regulatory Commentary

- The FCA comments that some consumers will be actually vulnerable because of their personal circumstances. Actual vulnerability can be permanent, but it is often transient because consumers' circumstances constantly change. This can cause consumers, who had not previously been vulnerable, to become so at some stage of their life.
- Other consumers may be potentially vulnerable and may be more susceptible than others due to certain characteristics. People with such characteristics may be more at risk of suffering harm due to poor market practices or poor treatment by a financial services provider.
- Note that potential vulnerability can also be transient or short-term, whereas other consumers may be in a permanent or long-term state of potential vulnerability – it is important to be aware of the concept and understand its causes and drivers.
- Finally, it is important to recognise that vulnerability may not be simply due to the situation of the consumer but caused/aggravated by the actions or processes of the firms that they may deal with.

Our Products

- Customers with vulnerability are within our target market and captured within our product mix. This is because their objectives is consistent with the objectives of non-vulnerable customers within the automotive space. They are provided additional support by us to ensure that they continue to receive good customer outcomes.

Aims and Expectations

- Alongside the FCA, we want to see our Introducers doing the right thing for vulnerable customers and this is embedded as part of your culture. There should be a focus on ensuring that the outcomes experienced by vulnerable customers are at least as good as those of other clients. **This is a key part of your Consumer Duty Obligations.**

Reducing 'Harm'

The FCA's approach centres around:

- Being able to recognise when consumers are or may become vulnerable;
- More flexible and tailored response being provided for consumers when they become vulnerable;
- Developing innovative financial products that are clear, easy to understand and easy to access;
- Costs of products and services being clear and transparent; and
- Treating customers fairly when they take business decisions that will affect access.

RECOGNISING CUSTOMER VULNERABILITY

Consequences of Vulnerability

There can be a number of consequences for people who are vulnerable:

- Increased stress due to difficult or different personal circumstances;
- Time pressure due to extra responsibilities, e.g., caring;
- Being preoccupied with other issues (brain is elsewhere), which reduces the ability to cope;
- Reduced processing power (bandwidth) or ability due to competing pressures, such as the side effects or emotional toll of medical treatment;
- Lack of perspective, or an inability to understand the implications of decisions, see the 'big picture', draw comparisons, etc.
- Attitude to risk – being 'reckless' or having no concept of risk because of a condition, or carelessness at times of stress.

The FCA's 'Vulnerability Practitioners Pack' sets out a number of risk factors and triggers which you should consider as part of your approach to customer vulnerability.

Risk Factors for consumers of financial services

Considerations

- Low literacy, numeracy and financial capability skills
- Physical disability
- Severe or long-term illness
- Mental health problems
- Low income and/or debt
- Caring responsibilities (including operating a power of attorney)
- Being 'older old' for example over 80, although this is not absolute (may be associated with cognitive or dexterity impairment, sensory impairments such as hearing or sight, onset of ill-health, not being comfortable with new technology)
- Being young (associated with less experience)
- Change in circumstances (e.g., job loss, bereavement, divorce)
- Lack of English language skills
- Non-standard requirements or credit history (e.g., armed forces personnel returning from abroad, ex-offenders; care-home leavers, recent immigrants)

*Please note this list is not exhaustive

DISTRIBUTION

We consider that this product is appropriate to be distributed by authorised introducers and direct to customers via our Direct Sales Team. The importance of appropriate distribution is captured within our Introducer Approval & Oversight Policy, ensuring that onboarded intermediaries will be FCA regulated or exempt persons captured by a Principal Firm and have completed a robust onboarding process with continued and regular conduct reviews.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