

# **Consumer Duty**

## **Consumer Support Review**

# Events

*Has there been an event which could result in the product posing a risk to customers?*

No.

*Event = any concerns identified during review about the support that may be perceived as a consumer harm.*

---

*Following mitigating action, is the support service still suitable?*

N/A

# Consumer Support

*Has the support service been designed to support retail customers such that it meets the needs of retail customers, including those with characteristics of vulnerability?*

Yes, customers have access to support from a Blackfinch BDM and/ or Blackfinch's central Client Excellence function. A retail customer can access support via telephone, e-mail, post or through a F2F BDM meeting with their financial adviser.

Metrics are tracked monthly to ensure an appropriate level of service is offered to customers, this includes tracking:

- Av number of e-mails to address a query
- Number of calls handled
- Number of e-mails handled
- Number of complaints and resolution time

Vulnerable customers can access additional support where a customer has an impairment or change of circumstances e.g. large font statements/correspondence, BDM support at client meetings where a customer's financial circumstances may have changed, multiple channels of communication are available to best suit a customer's personal needs.

Staff training is carried out regularly on a company-wide basis to ensure that all Blackfinch Employees can effectively identify vulnerable customers.

*Is there evidence demonstrating appropriate friction in the customer journeys to mitigate the risk of harm and give retail customers sufficient opportunity to understand and assess their options, including any risks*

Customer onboarding and investment is done on an Advice only basis via an Adviser for 97% of current business. This allows investors to fully understand the features and associated risks for any selected products they are investing in via their adviser.

At point-of-sale Blackfinch asks that the investor confirms they have read and understood the relevant product Brochure, Terms and Conditions and declaration and undertaking. These documents outline in writing the risks associated with their chosen investment and any exit constraints due to market liquidity.

The investor will be required to wet ink or digitally sign our Application Form and return it to us via e-mail, post or online form. This enables an appropriate friction point for customers to read and ensure the investment is appropriate for their needs and risk appetite.

As the Blackfinch Ventures EIS is an illiquid and high-risk product, a cool-down period is offered. Blackfinch will not invest the funds for a minimum of 14 days upon receipt of a completed application form. However, an investor can choose to waive this cool-down period if required. Currently, a cool-down period isn't available for other investments, but due to their liquidity and possible buyback options, client monies can be accessed without undue friction.

Withdrawals can be facilitated on request. Investors must complete a withdrawal form to request this. Upon receipt of the withdrawal form, Blackfinch will review the form and timescales will be confirmed back to the investor and their adviser. Should the investor have the potential for tax relief loss, this is highlighted to them to ensure that they fully understand the consequences of withdrawing their funds.

For non-advised customers, a categorisation form must be completed before a full application can be submitted and accepted by Blackfinch. The categorisation form enables Blackfinch to assess the investor's status and ensure they are suitable for the relevant product. Once the categorisation form has been through the relevant checks and Blackfinch are satisfied, the investor will be provided with a further application to finalise their investment. This enables the investor to take the time to fully review their options and the risks associated with the product.

*Is there evidence demonstrating retail customers do not face unreasonable barriers (including unreasonable additional costs) during the lifecycle of the product, such as when they want to:*

- a) make general enquiries or requests.*
- b) amend or switch the product.*
- c) transfer to a new product provider.*
- d) access a benefit which the product is intended to provide.*
- e) submit a claim.*
- f) make a complaint; or*
- g) cancel a contract, agreement or arrangement or otherwise terminate their relationship*

A Client is able to raise a query or complaint via telephone, e-mail or letter.

- Complaints times and key reasons are tracked to ensure complaints are managed in a timely manner and any recurring themes are reviewed
- Queries are tracked on Hubspot for e-mails – First response within 3 hours and average number of e-mails to resolve an enquiry are metrics that are tracked monthly
- Call handling target is that all calls are picked up within 3 rings, these calls are logged on Salesforce

Amendments or switches are managed via a customer's Adviser to ensure the change is suitable for their needs. Once suitability has been confirmed by the adviser, a request is usually sent over in writing to either the relevant BDM or the Client Excellence team, these could be anything from a change to the adviser's fees or a change to the client's investment choice i.e. they would like to switch from a growth to income model. Upon receiving the request, any documents required will be provided to the adviser and investor, any potential fee changes will also be highlighted. Metrics for E2E fulfillment of Amendments and Switches isn't tracked, this is proposed as an action to ensure we're optimally complying with Consumer Duty and ensuring we deliver great customer service.

Regular reporting, including tax statements allows customers to view the return on their investments (benefit) to ensure this is aligned with expectations and projections. On our CMS, IHT, EIS and VCT products, due to the higher risk nature of the products, Blackfinch share the risk and do not take performance fees until the forecast return is achieved.

For EIS and VCT, income tax certs and EIS3 tax certs are issued post investment to enable customers to claim the tax relief available on these products.

Tax statements are provided on an annual basis to assist investors with their tax returns. These can also be provided on request.

If an investor chooses to close or transfer their account, this can be done via their Advisers or through a direct instruction to Blackfinch. The date of any request to close an investment is logged with a reason code to track the number of investments closed.

Metrics that track E2E closure time for an investment isn't currently tracked, this is proposed as an action to ensure we're optimally complying with Consumer Duty and ensuring we deliver great customer service.

***IMPORTANT INFORMATION***

Blackfinch Investments Limited (Blackfinch) is authorised and regulated by the Financial Conduct Authority. Registered address: 1350-1360 Montpellier Court, Gloucester Business Park, Gloucester, GL3 4AH. Registered in England and Wales company number 02705948. All information correct at May 2023.