

## Treating our customers fairly

Dear Client

Foster Denovo was created by a group of high experienced executives and financial advisers (whom we refer to as Partners) who are committed to providing an excellent level of advice and service to our clients.

All of our Partners and staff continually strive to put our clients at the centre of everything we do. In order to achieve this we constantly review our processes and procedures for fairness and actively seek feedback to learn how we can improve your experience of our business. In dealing with Foster Denovo, our Partners and staff will always seek to:

- introduce themselves and explain the importance of our role as a Financial Adviser, putting this in the context of the financial services industry;
- set out clearly what you can expect from us at every stage of the advice process;
- fully understand your circumstances
- discuss and agree your retirement planning goals and aspirations;
- comprehensively research your current situation and explore all options presently available to you, whether or not they are in place;
- match appropriate solutions to your established needs;
- provide clear and concise information to you at all times on the research we have conducted and products and services that we recommend;
- provide you with a summary report that clearly states your position, your aims, objectives and our recommendations;
- recommend solutions that don't come with surprises;
- make ourselves available to discuss any changes that you wish to make;
- agree a plan for future contact and service, if required; and
- meet or exceed your expectations of us and deliver on everything we promise.

One of our main intentions is for you to have the confidence to refer us to your friends, family and colleagues, where we may be able to help them establish and realise their financial ambitions. For us, this is a true measure of our success.

If, however, you believe that we could improve our service, I would encourage you to contact me at [roger.brosch@fosterdenovo.com](mailto:roger.brosch@fosterdenovo.com) or, if you prefer, call me on 0207 469 2800. I am very keen to support our Partners and staff to exceed your expectations and to build the highest quality financial advisory business in the UK.

Regards,



**Roger Brosch,**  
Chief Executive Officer

**Second Sight Ruxley House 2 Hamm Moor Lane Addlestone Surrey KT15 2SA**

**t** 020 7469 2800\* **f** 020 7469 2801 **w** [www.second-sight.com](http://www.second-sight.com)

\*Calls are charged at your standard landline rate.

Second Sight is a trading name of Foster Denovo Limited, which is authorised and regulated by the Financial Conduct Authority. Registered in England & Wales. Reg. No. 05970987. Registered Office Ruxley House 2 Hamm Moor Lane Addlestone Surrey KT15 2SA.

## Workplace pension scheme Client agreement document for Foster Denovo Limited

This is the agreement upon which we intend to rely regarding our services to you in relation to your employers' workplace pension scheme.

If you request any other advice from us this will be subject to a separate agreement and charges.

For your own benefit and protection, you should read the information contained in this document carefully before signing it. If you do not understand any point contained in this document, please ask for further information.

### Regulatory status

Foster Denovo Limited, 8 Eastcheap London EC3M 1AE, is authorised and regulated by the Financial Conduct Authority (FCA) in respect of Designated Investment Business. You can check this on the Financial Services Register by visiting the FCA's website - [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FCA on 0800 111 6768. Our FCA reference number is 462728.

Our permitted business includes advising, arranging and making arrangements with a view to investments, non-investment insurance contracts and mortgages.

### Client categorisation

In providing investment services to you, we will categorise you as a retail client. The type of client category will determine the level of protections afforded to you under the regulatory system. As a retail client the regulatory protections available to you will be the highest available and should have the right to take any complaints to the Financial Ombudsman Service. Further information in respect of the Financial Ombudsman Service is available on their website at the address below:

<http://www.financial-ombudsman.org.uk/>

### Conflicts of interest

We offer advice in accordance with that disclosed to you in our 'Information about our Services and Costs' document. Occasions may arise where we, our Partners, or one of our other clients have some form of interest in business being transacted by you. Where we become aware of a potential conflict of interest that we cannot avoid, we will advise you in writing and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure your continued fair treatment.

Accordingly, we notify you that your Foster Denovo Partner may be a shareholder in Foster Denovo Group Limited, which holds certain financial subsidiary interests in 'Sequel' financial products that are recommended by us.

A recommendation to invest in Sequel funds may enhance the ultimate value of Foster Denovo Group Limited, the holding company which owns Denovo Limited, and as a result may increase the value for shareholders some of whom are Partners.

The potential risk to you as an investor is that the Sequel funds may be recommended where their investment strategy is not necessarily suitable.

We address this risk with regular compliance monitoring to ensure Sequel funds are not recommended where they are not appropriate. We have also implemented a conflicts of interest policy to help us manage such risks, a copy of which can be provided on request.

### Investment objectives & restrictions

We will advise and make a recommendation for you after we have assessed your needs, but we only offer advice on your Workplace Pension Scheme. Our advice will be based on your stated investment objectives, an acceptable level of risk and any limitations you wish to place us. Details of your stated investment objectives identified during our discussions with you will be confirmed in the suitability report that we will issue to you to confirm our recommendation.

### Client's risk

You are advised that because investment values can fall as well as rise, you may not get back the full amount invested. Past performance should not be seen as an indication of future performance.

### How we charge clients for our services

Our services in relation to your Workplace Pension Scheme will be paid for by your employer.

### Client money -Foster Denovo Limited does not handle clients' money.

We never accept cash or a cheque made out to Foster Denovo Limited unless it is a cheque in settlement of fees, charges or disbursements which we have agreed with you in advance.

Cheques for investment or premiums should be made payable to product providers and never payable to us or any individual representing us.

### Accounting to you

We will confirm to you in writing the basis of our reason for recommending the transaction executed on your behalf. We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practical after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

### Right to withdraw

A right to opt-out of the pension scheme is provided. Details of such rights are contained in the product literature you received from the workplace pension scheme provider.

### Best execution policy

It is in the interests of our clients and us that we obtain the best possible result when processing orders with product providers. We are required under the Rules of the Financial Conduct Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions. We do not transmit orders on behalf of clients for particular financial instruments – e.g. purchasing of shares.

Where we place or transmit orders for investments on behalf of our clients and utilise the services of a third party broker, we base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

### What to do if you have a complaint

If you wish to register a complaint please contact us:

- **In writing to:** Mark Sexton, Head of Regulatory Risk, Foster Denovo Limited, Ruxley House, 2 Hamm Moor Lane, Weybridge, KT15 2SA or email to [complaints@fosterdenovo.com](mailto:complaints@fosterdenovo.com).
- **By phone:** Telephone 01932 870720

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

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

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Most types of investment business are up to a maximum limit of £85,000.

Further information about compensation scheme arrangements is available from the FSCS.

### Mode of communication

We will ordinarily communicate with you in English, both in respect of oral and written communications. We will enter into communications with you through whatever means are convenient to you and us, including face to face, telephone, email and other acceptable electronic communication methods.

### Client instructions

We prefer instructions to be given to us in writing (including email) to avoid any possible disputes. If any instructions are given verbally then they should be confirmed in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

### Rights of third parties

The terms contained in this letter exclude any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

### Review

Unless you contract to a separate chargeable Review Service, we will only review the Workplace Pension Scheme that we arranged for you when we are instructed by your employer and have agreed to provide this service.

You can request an ad hoc review directly from us at any time, however this will be subject to a separate agreement and charges.

### Data privacy notice

It is important that our clients understand how the personal information they provide to Foster Denovo Limited during the course of our meetings and or communications will be used.

At the end of this document we will ask you to sign to give your consent to Foster Denovo Limited, and any associated company processing (see definitions section) the personal information you have provided to us. It is important that you read this privacy notice.

Foster Denovo Limited will treat all personal data, including any special category data (see definitions section), as confidential and will not process it other than for legitimate purposes which have been pre-agreed with you. Steps will be taken to ensure that the information we hold remains accurate, is kept up to date and not kept for longer than is necessary (see data retention section). We will take steps to safeguard against unauthorised or unlawful processing, accidental loss, destruction or damage to the data we hold about you.

### How the law protects you

The law says we must have one or more of these reasons to hold your data:

- to fulfil a contract we have with you, or
- when it is our legal duty, or
- when it is in our legitimate interest, or
- when you consent to it.

A legitimate interest is when we have a business or commercial reason to use your information. But even then, it must not unfairly go against what is right and best for you. If we rely on our legitimate interest, we will tell you what that is.

### What information we collect about you and why we need it

As part of our advice process and to enable our Partners to establish your current financial situation, future needs and to provide you with financial advice, we will collect personal data about you to ensure that the financial advice provided meets your objectives. Personal data may include your name, residential address, contact details, employment details including salary, and financial details.

### Where do we collect your personal data from?

Our Partners collect information about you from you during your meetings with them. This can be face to face, by telephone or another communication medium e.g. email. We may also contact companies with whom you have existing policies, products and investments to obtain the detail needed to provide you with financial advice. If this is the case, we will seek your written permission before approaching companies for this information.

### How will we use your personal data?

We will use your personal data to recommend solutions to achieve your financial planning objectives, manage the relationship you have with us and enable us to comply with any laws and regulations we must meet e.g. laws preventing financial crime. This is likely to involve the completion of application forms for products and or investments provided by companies not connected to Foster Denovo Limited. We will obtain your agreement to the processing of any such applications before we submit them to the company(ies) we recommend. We will retain records of your personal data either in electronic format or paper as part of our ongoing relationship with you and to meet the obligations of our regulator.

### What are your rights?

- **To be informed** – this document, together with our client agreement letter and fee agreement, contains the information you should be aware of when entering into a business relationship with Foster Denovo Limited.

- **Access** – you can ask us what data of yours we are processing, the reason we are processing it, what personal data is involved and who we have sent that data to. You have the right to request access to any of your personal or special category data being processed by us. On request we will provide you with an initial copy of the data requested either in paper or electronic format free of charge. If you require any subsequent copies we may charge you a fee to cover our administration costs.
- **To rectification** – if you become aware that any personal data we hold is not accurate or is incomplete, you can ask us to correct it. If we have disclosed this information to any third parties, for example product providers, we will contact them and ask them to amend this data.
- **To erasure** – you can ask us to delete some or all of your personal data and or prevent the processing of it. We may refuse to comply with your request to delete data where it conflicts with our legal obligations from our regulator, the Financial Conduct Authority (FCA), or if it affects our ability to defend possible future legal claims made against us.
- **To restrict processing** – you may ask us to restrict processing of personal data where you question the accuracy of the personal data or where we no longer need to process your data but need to keep it to defend any legal claims.
- **To data portability** – you can ask us to provide a copy of, move or transfer personal data from one IT environment to another in a safe and secure way. We will provide your personal data to you in a structured, commonly used and machine readable form. We will respond to your request without unnecessary delay but we may take up to one month from the receipt of your request depending on the complexity and volume of data.
- **To object** – you can object to us processing your data based on legitimate interests or the performance of a task in the public interest; and direct marketing to you.
- **Not to be subjected to automated decision making including profiling** – currently we do not have any processing operations where automated decision making is part of a process.

### Sending data outside the EEA

We will only send your data outside of the European Economic Area ('EEA') to follow your instructions or to comply with a legal duty.

### Withdrawal of consent

If at any time you wish us or any associated company to stop holding or processing your personal or special category data, or contacting you for marketing purposes, contact:

The Data Protection Officer on 01932 870720 or in writing to:

Foster Denovo Limited, Ruxley House, 2  
Hamm Moor Lane, Addlestone, Surrey KT15  
2SA.

### How to complain

Please let us know if you are unhappy with how we have used your personal data. You can contact us by writing to the Data Protection Officer at the address above.

You also have the right to complain to the Information Commissioner about any aspect of our handling of your personal data. Your complaint should be submitted to:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Or call the ICO helpline on 0303 123 1113, or visit the website <https://ico.org.uk/concerns/>.

### Data retention

We will retain copies of your personal data as required by the Financial Services and Markets Act as interpreted by our regulator, the FCA. The length of time we may retain your information will be determined by the type and nature of the advice we provide to you. Some examples are:

- advice involving pension transfers - we are required to keep indefinitely; and
- advice on investments or life insurance - we will retain for a period of five years following the termination of the relationship between you and Foster Denovo Limited.

We may keep your data for longer than the times shown if we cannot delete it for legal or regulatory reasons.

### Breach notification

We will contact you if a breach of our security occurs which results in the destruction, loss, alteration, unauthorised disclosure of, or access to, your personal data. If such an event is likely to result in a high risk to your rights we will contact you. We will provide you with details of what data has been affected, the name and contact details of the Data Protection Officer, a description of the likely consequences of the personal data breach and a description of the measures we have taken, or propose to take, to deal with the breach and to mitigate any possible adverse effects.

### Consent for us to contact you

So that we may contact you from time to time to make you aware of products, services or promotions that we believe may be of interest to you to help you meet your financial planning objectives, we would ask you to tick the box below.

Please tick this box to confirm your consent for us to contact you (by email, text, SMS and telephone) as part of our business relationship with details of any other similar products, services or promotions which we think you may be interested in.

### Marketing

We study the personal information you have given to us to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you.

Please tick this box if you are happy for Foster Denovo or any company within the Foster Denovo Group to contact you for marketing purposes (such as newsletters, budget summaries, end of tax year planning reminders) by email, text, telephone, post or SMS, until you instruct us to the contrary.

You can ask us to stop sending you marketing messages by contacting us at any time.

### Definitions

“**Personal data**” means any information relating to an identified or identifiable natural person (data subject) or client of Foster Denovo Limited.

“**Special Category data**” Special categories of personal data may include such things as information about your racial or ethnic origin, your political opinions, religious or philosophical beliefs, or trade union membership, and processing of genetic data, biometric data, data concerning health or a natural person's sex life or sexual orientation. We will not process such information without your explicit consent unless the law requires it.

“**Associated Company**” means any company associated with us including Foster Denovo Group Limited, Foster Denovo Limited and any other company within the group and /or companies, persons or entities of any nature whatsoever with which it is associated or allied from time to time.

“**Processing**” is defined as any operation or set of operations which is performed on personal data\* or on sets of personal data whether by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction by any Associated Company or product provider or fund managers or if required by law to the FCA or any other statutory, governmental or regulatory body in relation to personal data only to solicitors and/or debt collection agencies for debt collection purposes.

**Declaration**

I acknowledge receipt of this Client Agreement Letter and by signing below accept its contents, including the Data Privacy Notice which will come into effect from the date of acceptance of this agreement.

Name \_\_\_\_\_

Signed \_\_\_\_\_

Dated \_\_\_\_\_