



LIGHTBLUE

SIMPLE SOLUTIONS / COMPLEX LIVES

Our Agreement with You

# Our Agreement With You

## INTRODUCTION

**This agreement sets out the terms under which our services are to be provided, including details of the specific services we offer and a summary of our fees for those services.**

LightBlue is a financial planning business, focussed on helping you understand and plan for your financial future. We are able to act on your behalf in advising you on investments, pensions, non-investment insurance and mortgage contracts. We offer you an initial discussion (at our expense) during which we will describe our services more fully and explain the payment options. Following our initial discussion, should we decide to go ahead there is a cost for our advice and services.

Full details of what is included in each of our services are provided on pages 4 and 5.

## OUR SERVICE

The services that you have selected and the fees for those services are confirmed at the end of this agreement. We agree to provide the services selected and you agree to pay us for those services. We offer both initial and ongoing services. Any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Our ongoing services are optional; however, where you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.

Any advice or recommendation that we offer to you will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider. In some circumstances we may provide you with a non-advised service where you will not receive advice or a recommendation from us. Where this is the case we will provide details of our non-advised services and fees separately.

We have three service propositions, Wealth Manager Service, Expert Adviser Service and Transactional Service to suit different client needs and expectations; the table on pages 4 and 5 outlines what each proposition includes. The key difference is the degree of advice provided and frequency of any reviews. Please note that Our Transactional proposition does not include a review service.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

Before we provide you with our advice we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information

We will confirm all the above to you in writing (in our Suitability Report) the basis of our recommendations along with details of your commitments and any special risks associated with any product. Your Suitability Report will be provided at or before the advice meeting.

We will issue any documentation / recommendations and any other communication to you in English.

## COMMENCEMENT

This agreement shall commence on the date of signing and shall remain in force until terminated in accordance with Cancellation detail.

## HOW YOU ARE PROTECTED

LightBlue is authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Our FCA number is 419415. Our permitted business is advising on and arranging pensions, savings and investment products, non-investment

insurance contracts and mortgages. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

Unless we notify you in writing to the contrary, we will treat you as a retail client. This means that you are afforded the highest level of protection under the regulatory system and you should have the right to take any complaint to the Financial Ombudsman Service.

## Complaints

If you are dissatisfied with a recommendation we have made, you may be entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

### In writing:

The Compliance Officer, LightBlue UK Ltd,  
4 Southbourne Grove, Westcliff-on-Sea,  
Essex SS0 9UR

**By phone:** 01702 471620

**By email:** [mdennison@lightblueuk.com](mailto:mdennison@lightblueuk.com)

For your further protection, if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS'). Full detail is available on its website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Please be assured we treat complaints very seriously.

## 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.

**Cash deposits** - up to £85,000, once per person. This limit will be for the total of all accounts you have with the different bank brands.

**Investments** - most types of investment business are covered up to a maximum of £85,000, this would also be the case for pension funds held directly in investments.

**Insurance** - most long term insurance policies (such as personal pensions using the provider's own insured funds, annuities and life assurance etc), claims under compulsory insurances, professional insurance and certain claims for injury, sickness or infirmity have up to 100% protection.

**Mortgages** - advising and arranging is covered for a maximum of £85,000.

Please refer to the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk) for specific detail as it is very important you understand the levels of protection in place. If you have any questions or would like to discuss further, please do let us know. We may on occasion advise you on other financial products which are not regulated by the FCA. The FSCS does not apply to any of these products.

## CANCELLATION

### Termination of this Agreement

You or we may terminate this agreement and our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and if applicable, any fees outstanding.

On-going services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

## Product cancellation rights

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on 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 a life, pure protection, or pension policy and a 14 day cancellation period for all other policies.

In some cases when purchasing a pension annuity the right to cancel may have expired prior to your funds being received by the annuity provider. Please also note that by effecting pension transfer(s) your contract(s) with your existing provider(s) will be terminated. Should you subsequently change your mind, even with the 30-days offered under the cancellation rights, your existing provider(s) might not be willing to reinstate the contract(s).

The start of the cancellation period will normally begin, for pure protection policies, when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In some cases e.g. annuity purchase, the cancellation period may begin when the illustration is produced. 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, this may result in a loss due to market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

## Protecting your personal information

Your personal information is important to us. We will endeavour to take all due care to protect this information. We highlight below matters relating to your information that you should be aware of.

Some services are provided to our firm by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. Personal information held by ourselves may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. This information may be transferred electronically (e.g. e-mail) and we, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Platform / product providers, lenders and investment managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of Data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we'll record and may monitor your telephone communications or conversations with us.

Copies of our telephone recordings will be available on request, for a period of 5 years after the recording was made.

## FINANCIAL PLANNING AND HOW WE CHARGE

### Investment Planning

We provide independent investment advice. We will make a recommendation for you after we have assessed your needs and our recommendation will be based on a comprehensive and fair analysis of the relevant market.

Our advice on non-investment protection products e.g. term assurance, income protection and critical illness is from a range of insurers. We

are happy to provide a list of the insurers and products we offer upon request.

We also advise on mortgage products. Where we propose to do so we will provide you with a separate document detailing the services we offer and the associated costs.

For any aspect of our financial planning all actual charges and fees will be fully disclosed to you. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges / fees will be VAT exempt unless the work we provide for you only involves advice and / or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you. Charges for the ongoing service will not be liable to VAT (unless the initial service was liable to VAT) where both the initial and ongoing services are part of the same package.

### Small Investment and Pension Cases

For small investment and pension cases we may be unable to carry out this work using our 'typical' propositions, as it may not be commercially viable. Where this is the case we will charge a minimum fee to reflect the work we carry out on your instructions. This amount will depend upon the scope and complexity of the work involved. If this affects you, we will inform you before we start any work and this will be detailed on page 6 of this client agreement.

### Advice Where No Transaction Takes Place / Non Implementation Charge

If you instruct us to provide advice and recommendations that you decide not to proceed with, there will be a charge which will equal 50% of the agreed initial fee.

### Execution Only (No Advice Sought or Given)

For clients who wish to make their own financial decisions, we may agree to carry out specific instructions on an 'execution only' basis. We always offer advice, but if you do not want advice, we will ask you to sign an 'execution only' form, confirming the basis on how LightBlue will act on your behalf. A Transaction Fee will be agreed prior to the transaction taking place which will be detailed on page 6 of this client agreement.

You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first.

### Paying our initial fees

Our initial fees are payable on completion of our work and must be settled within 28 business days.

Payment of our initial fees can be made either by:

1. Cheque or BACS Payment (we do not accept payments by card or cash).
2. You may pay our charges via deductions from the financial product(s) that you might invest in, where the product / platform provider allows this. Please note that if you choose to pay by deduction from a financial product this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.
3. If your investments are held on a platform (a platform is an online investment administration service) you may choose to pay our charges out of the funds held within the platform cash account (where the platform provider offers this facility). If this option is selected it is very important that sufficient funds are maintained in

the cash account to cover our adviser fees and all other platform / fund charges as and when they become due.

If you select option 2 or 3 we will discuss how it works and the implications of using this payment method with you prior to putting it in place.

### Paying our ongoing fees

Any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Any ongoing service will be agreed with you and confirmed in this service agreement. The fees for this service will commence alongside the initial charge.

Payment of ongoing charges can be made either by:

1. A regular fee, paid by standing order
2. By deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider is able to offer this facility. Please also refer to point 2 and 3 under 'Paying our initial fees'.

Ongoing services can be cancelled at any time by simply informing us in writing, but please note that we reserve the right to charge you for services provided prior to cancellation.

### Referrals to a Discretionary Fund Manager (DFM) or Managed Portfolio Service (MPS)

Where appropriate, we may refer you on to a DFM / MPS. If, having assessed your needs and objectives we consider that a DFM / MPS service is an appropriate solution for you, we will:

1. Undertake appropriate due diligence and recommend a DFM / MPS service / provider that we believe best meets your needs and objectives
2. Attend initial meetings with you and the DFM / MPS
3. Ensure that your relationship with the DFM / MPS is established correctly
4. Review the DFM's / MPS's performance as agreed
5. Attend agreed review meetings to ensure the DFM / MPS service continues to meet your agreed needs, objectives and mandate.

Where we recommend you use a DFM / MPS, we will charge you separately for any work we do in helping manage the relationship between you and the DFM / MPS. You will need to pay these fees in addition to the fee for our advisory service and in addition to the DFM's / MPS's own charges. The DFM / MPS, not us, is responsible for all fund recommendations.

### Our typical initial (client take-on, new investments and one-off reviews) and on-going charges are as follows:

Advice & Implementation charge	3% on the first £100,000.00 2% on the second £100,000.00 There after is 0.75% For example: Investing £250,000.00 will have a total fee of £5,375.00
Review(s) as detailed on page 5	0.75% of the value of your funds e.g. £300,000 = £2,250 pa

Please note:

- The amount of our annual ongoing charges will increase as the size of your fund grows.
- In some circumstances we may currently receive ongoing payments (commission) from product providers relating to existing investments you hold. Any such payments may be taken into account when determining the charges for ongoing services. If applicable we will discuss and agree this with you.

You can pay for this service in one of two ways. Either you can pay us an hourly fee or we can charge you a fee based on the amount invested with the DFM / MPS.

### Protection planning

Our advised non-protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as income protection, critical illness cover, health insurance and life cover. We advise on non-investment protection products from a range of insurers.

You can pay for our advised protection services by:

1. A fee
2. Commission (where this is available)
3. A combination of fee and commission

If you wish us to work on a fee basis the fee will be based on our hourly rates as confirmed below.

Director: £250 per hour  
Adviser: £150 per hour  
Administrator: £ 75 per hour

We will agree the total charge with you prior to undertaking any work. If you wish us to work on a commission basis the charge will be in line with the standard commission received. We will fully disclose this amount to you prior to any transaction taking place.

### Paying by commission

Where we are paid by commission we will tell you the amount before we carry out any business for you. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

In respect of any regular premium protection policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will confirm the detail within the Suitability Report we will send you when a recommendation is made. We will not charge this fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the policy provider.

There is no additional cost to you for using a means of distance communication.

## OUR SERVICE PROPOSITIONS

Initial Service Detail	Our Services
We will have an initial discussion at our expense to establish if we can help you meet your financial objectives	✓
Issue and discuss 'Our agreement with You' which sets out the basis of our relationship	✓
Discuss and agree the scope of works and remuneration	✓
Gather client data and other relevant information to enable us to understand your financial circumstances and identify and agree your needs and objectives	✓
Discuss and determine your knowledge and experience, your understanding of risk and, if applicable, establish your individual attitude to risk (ATR) and capacity for loss which we will use to determine suitable solutions to meet your stated objectives	✓
Summarise and agree your financial objectives and agree the steps we will take	✓
Obtain and analyse information from your existing financial arrangements (if relevant) to help us provide you with suitable advice	✓
As independent financial advisers, we will research the whole market prior to the formulation and recommendation of a strategy / recommendation to meet your financial objectives	✓
Present and explain our financial recommendations	✓
We will issue all relevant documents to support our recommendation, including illustration(s), Key Features document, Key Investor Information Document(s) etc.	✓
Prepare all the necessary paperwork to implement our recommendations	✓
If required, assist you in completion of the paperwork	✓
With your agreement we will fully implement our recommendations on your behalf	✓
Prepare and issue a suitability report confirming the suitability of our advice for your records and future reference	✓
Diarise to follow up and continue to liaise with providers / investment houses to ensure timely and accurate transactions / policy documents are issued etc.	✓
Online access to valuations	✓

If possible agreed additional work will be charged on a time-cost basis or a fixed fee as agreed in advance of any work-taking place

Ongoing Service – Reviewing Your financial arrangements	Ongoing Services	Transactional Service
Comprehensive face-to-face or telephone meetings (as agreed). These meetings will be preceded by an agenda and followed up with meeting notes	Annually, as a minimum	
Informal meetings – between comprehensive annual meetings	Ad-hoc, as and when needed / requested	
At a comprehensive meeting we will: <ol style="list-style-type: none"> <li>1. Update your financial details and client agreement etc (as applicable)</li> <li>2. Reassess your financial objectives and identify any changes in your circumstances</li> <li>3. Reassess and agree your attitude to risk / capacity for loss (if applicable)</li> <li>4. Discuss / review your investments</li> <li>5. Agree and implement any action points including portfolio fund switches</li> </ol>	✓	

Valuation of your whole portfolio (for which LightBlue, as your adviser, is responsible)	Annually with your review	
If a DFM / MPS service has been agreed, they will provide valuations focussing solely on funds they manage on your behalf	Annually with your review	
<b>General</b>	<b>Ongoing Services</b>	<b>Transactional Service</b>
Provide you with any policy documents / statements we receive. Please note where a provider makes a charge for additional copies, we reserve the right to pass on this charge, but we will inform you before we go ahead	✓	✓
Unlimited availability to discuss your investments via phone / e-mail as circumstances prevail – 8 am to 7 pm	✓	
Unlimited availability to discuss your investments via phone / e-mail as circumstances prevail – office hours		
Unlimited access to our administration team who will be happy to discuss and liaise with your pension / investment provider on any issues of concern – office hours	✓	
There is no formal review process provided for this service, we would expect you to contact us when or if your circumstances change. We would then agree with you how our service would be provided and the associated fees		✓
Be available to consider new ideas from whatever source they may originate	✓	
We will supply end of year taxation information, as agreed	✓	
We will recommend other professionals as other needs arise	✓	✓
Attend meetings and provide strategic updates to your accountant and other professional advisers	✓	
We will liaise with other professionals, such as accountants and solicitors as other needs arise		
Consolidation and organisation of your financial paperwork	✓	

## AGREED REMUNERATION

<b>1. Fee Only (Client pays LightBlue directly)</b>	<b>Description &amp; agreed fees Confirm pension, investments, life cover etc. % fee &amp; monetary sum based on current valuations etc.</b>	<b>Client(s) signature (Selected service)</b>
Initial & Ongoing?		
Transactional Service		
<b>2. Fee via Product Provider / Platform (LightBlue receives fees via the product(s))</b>	<b>Description &amp; agreed fees Confirm pension, investments, life cover etc. % fee &amp; monetary sum based on current valuations etc.</b>	<b>Client(s) signature (Selected service)</b>
Initial & Ongoing?		
Transactional Service		

5. Advice relating to non-investment protection contracts	Description of scope of work and agreed fees Pay by fee: Y / N Pay by commission: Y / N Pay by combination: Y / N	Client(s) signature

The monetary amounts shown will increase and decrease in line with fund values

## Recommendations

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

## Best execution

In transmitting investment applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'. A copy of our Best Execution Policy is available upon request.

## 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. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

## Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. 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.

We keep records of all our business transactions in accordance with the relevant rules and regulations. You may inspect copies of all documents on your client file. We treat all clients' records as confidential so we reserve the right to give you copies of your particular records rather than allow access to files containing records about other clients. We maintain the highest standards of confidentiality with regard to information we hold about our clients.

Where both parties in a marriage or other relationship are clients, we will send joint valuations and give information to one party with regard to the other's holdings unless we are advised in writing that each partner should be treated as a separate client.

## Communicating with you

We may communicate with you by telephone, post, e-mail or in person. We will ask you to confirm any instructions in writing prior to implementation.

## Client money

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of a service for which we have sent you an invoice) or handle cash.

## GENERAL

### Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

### Legal and accounting advice

Neither our firm nor its 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.

### Conflict of interests

We will always endeavour 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.

### Other benefits we may receive

From time to time we may attend training events funded and / or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to you, our clients. If you would like to discuss this further please let us know.

## INVESTMENT RELATED

### Investment Performance & Risks

Please be aware that investments can fall as well as rise and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors which are outside our control. Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in the relevant product disclosure information and within your Suitability Report.

Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

## Unregulated financial products

We may on occasion advise on other financial products which are not regulated by the Financial Conduct Authority ('FCA') under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme ('FSCS') does not apply to any of these products.

Our services may also include advice on investments relating to, or executing transactions in unregulated financial products including non-mainstream pooled investments (NMPI) such as unregulated collective investment schemes (UCIS). Accordingly, you should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you.

## INSURANCE RELATED

### Providing information to your insurer

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. For general insurance policies such as liability insurance, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

## YOUR CONSENT

**This is the standard Client Agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information. This Client Agreement replaces any previous agreements and understandings we have with you and will only be modified where confirmed in writing.**

Either party giving notice in writing can terminate 'Our Agreement with You' at any time. You understand that you remain liable for any fees which remain unpaid on the termination of this agreement. Where fees are paid annually in arrears, the outstanding fee will be proportional to the period at the date of termination.

I authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 1998, between LightBlue UK Ltd and any relevant third parties. I agree that LightBlue UK Ltd, or any such third party may contact me in the future by any means of communication (including by electronic communication e.g. email) considered appropriate at the time.

I acknowledge that the client agreement will come into effect once all parties have signed it.

Client Name

Client signature

Date signed

## ON BEHALF OF LIGHTBLUE

Adviser Name

Adviser signature

Date signed



# Appendix A - Protecting your personal information

- To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you. Generally this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider.
- We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.

**Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

If you are concerned about any aspect of our privacy arrangements please speak to us.

## SENSITIVE PERSONAL DATA

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

**I consent to the processing of sensitive personal data as far as it is necessary for the services I require from LightBlue UK Ltd.**

Client Name

Client Signature

Date Signed

Please note that you may withdraw this consent at any time by notifying us at our main business address.

We may also engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties please contact us for further information