

# Ascentric Terms and Conditions

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## Copyright Notice

This document is the property of Investment Funds Direct Limited and cannot be copied, modified, or stored on a computer system without the company's consent.

Ascentric is a trading name of Investment Funds Direct Limited (IFDL), registered in England and Wales number 1610781 and authorised and regulated by the Financial Conduct Authority No.114432.

Customer Services: 0345 076 6140. Telephone calls may be recorded for training and security purposes.

Head office: Trimbridge House, Trim Street, Bath BA1 1HB.

IFDL is part of The Royal London Group, registered in England and Wales number 00099064.

Head office: 55 Gracechurch Street, London EC3V 0RL.

# 1. Introduction

The Ascentric Wrap is an online wealth management service provided by Investment Funds Direct Limited ('IFDL'), and is only available through your Financial Adviser.

It is called a Wrap because it allows your Financial Adviser to invest your money across a range of Assets and Wrappers and this is all brought together into a single Account. Your Financial Adviser manages this Account online on your behalf.

You may own other Assets that cannot be bought or sold via your Account on our Wrap. However, your Financial Adviser can still record the value of these Assets, enabling them to view and keep track of all your Assets in this single Account.

## Important Information

The Ascentric Terms and Conditions provide you with a summary of important information you need to know before you invest in our Wrap.

Please read the Ascentric Terms and Conditions carefully. They are designed to help you make an informed decision about investing and managing your money in our Wrap. They also set out the terms and conditions on which our Wrap and your Account will operate, providing a framework by which our relationship with you will be taken forward.

Terms and conditions that apply generally to both our Wrap and the Wrappers available through it, are provided in Section A. Additional terms and conditions that apply specifically to each Wrapper are provided in separate sections of this document or, if not in this document, will be available on our Wrap website or from your Financial Adviser.

**These Terms and Conditions form the basis of a legally binding agreement between you and us, together with:**

- » Your completed and signed **Ascentric Client Application Form**; and,
- » **Ascentric Account Charges schedule.**

In addition to these documents, you should also refer to other documents mentioned in these Terms and Conditions such as the **Ascentric Key Features**, and our policies (e.g. Order Execution). For further information on our policies please refer to Section 35. These documents are all available from your Financial Adviser and our Wrap website. You should keep them, along with the Ascentric Terms and Conditions and any subsequent versions, for future reference. If you have any queries please refer to your Financial Adviser. We may, at our discretion, vary these Ascentric Terms and Conditions and our charges in accordance with 'Section 30 Changes to these Terms and Conditions'.

These Terms and Conditions are governed by the laws of England and Wales. By entering this arrangement you agree that the law of England and Wales applies to your Account, unless specific Wrapper rules require otherwise for that particular Wrapper.

Your contract documentation and any subsequent correspondence with you regarding your agreement with us and your Account will be in English. This documentation is also available in large print or braille. If you require this, please contact us.

## How to contact us

If you have a Financial Adviser, please continue to use them as your first point of contact. You can also call our Client Services team on:

- » Telephone: 0345 076 6140 (09:00 to 17:30 Monday to Friday)
- » Address: Ascentric Client Services, Trimbridge House, Trim Street, Bath, BA1 1HB
- » Email: [customerservices@ascentric.co.uk](mailto:customerservices@ascentric.co.uk)
- » Website: [www.ascentric.co.uk](http://www.ascentric.co.uk)

## SECTION A – APPLICABLE TO ALL ACCOUNTS

### 1. Meaning of words and expressions

In this document, some words and expressions have a particular meaning. You will find a list of these words and expressions and an explanation of what they mean, below.

**Account:** means the Account within the Wrap that we open in your name to record Assets that you purchase. It allows you to administer and hold your Cash and Wrappers, including the underlying Assets and money held within them. The Account also displays Non Custody Assets.

**Administration Address:** means Ascentric, Trimbridge House, Trim Street, Bath BA1 1HB.

**Annual Management Charge:** means an annual charge made by a fund manager on the units held under a unitised policy, usually made to cover the costs of managing the investments comprising the Fund. The charge is usually expressed as a percentage of the value of the Fund. The Annual Management Charge for a fund is shown on the Ascentric funds list.

**Applicable Law:** means any law, legislation, instrument, rule, order, regulation, directive, bylaw or decision which applies to, concerns or otherwise affects either our or your obligations under this agreement, as the same may be varied from time to time. This includes the Finance Act 2004, the Financial Services and Markets Act 2012, substantive legislation made under acts, the ISA Regulations, any rules and regulations of any Authority (including, without limitation, the FCA rules) and/or any data protection legislation.

**Application Form:** means the application(s) completed by you or on your behalf to open an Account on the Ascentric Wrap.

**Arrangement:** means each Arrangement you make with us to provide benefits under the Scheme and for the purpose of which we hold Cash and Assets relating to you.

**Ascentric:** means the trading name given to the Wrap.

**Ascentric Pension Account:** means the SIPP account set-up and administered by IFDL and available solely through the Wrap. This is the brand name of the Investment Funds Direct Personal Pension Scheme.

**Assets:** means Assets held within your Account such as Units in Unit Trusts, shares in OEICs, Exchange-traded assets, Structured Products, and other tradable investments available through your Account.

**Available Cash Balance:** means the cash balance available in your Cash Account within the Wrapper(s).

**Bank:** means an institution or bank authorised to hold client money as IFDL may nominate from time to time.

**Business Day:** means any day when the London Stock Exchange is open for business. Our normal hours for Client Services are 9:00am to 5:30pm.

**Cash:** means any cash balances, interest, distributions and other amounts received or receivable as cash in your Account from time to time.

**Cash Account:** means an account held with IFDL by a Client for the purpose of depositing:

- (a) Cash in order to execute the purchase of Assets;
- (b) Cash resulting from the sale of Assets;
- (c) Income, tax reclaims, and monies resulting from Corporate Actions received on behalf of the Client. This Cash Account will also be used to deduct any Charges.

**Cash ISA:** means a type of ISA that is a tax efficient wrapper for holding cash deposits and some national savings and investments products. We do not offer this type of ISA.

**Charges:** means any charges payable in connection with your Account. This includes our charges, Asset charges, TPPA charges, DFM charges and Financial Adviser charges.

**Client:** means an individual with an operational Account on the Ascentric Wrap.

**Client Account:** means a bank account managed by us via a range of regulated deposit takers. The operation of this Client Account is subject to the FCA's client money rules.

**Contract Note:** means the evidence that you have bought or sold an Asset. This evidences the Assets you traded, the price you received and the date on which the transaction took place.

**Corporate Action:** means an event which brings change to an Asset. Examples of Corporate Actions include rights issues, stock splits, mergers and name changes.

**CREST:** means the computer-based system which enables Assets to be held and transferred in un-certified form and which is operated by Euroclear.

**Data Controller/Data Processor:** have the meanings given to them under the Data Protection Act 1998.

**Data Controller:** means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed.

**Data Processor:** means in relation to personal data, any person (other than an employee of the data controller) who processes the data on behalf of the Data Controller.

**Data Protection Act:** means the Data Protection Act 1998 and all other Applicable Law and best practice relating to the processing of personal data and privacy.

**Deposit:** means fixed term deposits and notice accounts available through the Wrap. The range of fixed term deposits and notice accounts may vary from time to time.

**Deposit Account:** means an interest bearing component of your Cash Account where Cash is held for the purchase of Assets. Withdrawals can be taken from the Deposit Account or Reserve Account. If a Reserve Account does not exist or have sufficient Cash in it, Charges will be taken from the Deposit Account. Any interest and dividends received can also be placed in the Deposit Account.

**Dilution Levy:** means an extra charge levied by Fund managers when you buy or sell units in a Fund. The Charge is designed to offset any potential effect on the value of the Fund of such purchases or sales. As such, it is most likely to happen if the quantity of units in the transaction is a significant proportion of the Fund itself.

**Discretionary Fund Manager or DFM:** means a business or individual authorised and regulated by the FCA, and permitted to use the Wrap. They may provide investment portfolio services (such as asset allocation and selection) to Financial Advisers in relation to a Client's Account.

**Discretionary Investment Management Agreement:** means an agreement between you, or a Financial Adviser, and a DFM that allows the latter to provide investment portfolio management services on your Account.

**Eligible Jobholder:** means a worker eligible for automatic enrolment under Section 3 (2) of the Pensions Act 2008.

**Exchange:** means a recognised firm whose purpose is to allow listing and trading of Exchange-traded assets (for example the London Stock Exchange).

**Exchange-Traded Asset:** means any sterling denominated security we make available to you. This includes: shares, warrants, permanent interest bearing shares, gilts, corporate bonds, exchange-traded funds, exchange-traded commodities, investment trusts, or any other exchange-traded asset we make available to you for investment within your Account.

**Family Group:** means the immediate family with several Accounts that are linked. Special charging arrangements are made for Family Groups.

**FCA:** means the Financial Conduct Authority or any successor authority or authorities.

**Financial Adviser:** means the qualified and suitably FCA regulated individual you have appointed to provide you with financial advice and to control your Account and your Assets on the basis of that advice. Your Financial Adviser may also have appointed third parties to assist in providing you with financial services. This may include appointing a Discretionary Fund Manager to manage Assets in your Account.

**Financial Adviser Charges:** means any fee which you have agreed to pay your Financial Adviser which is facilitated through your Account.

**Financial Services Compensation Scheme (FSCS):** means the compensation fund of last resort for Clients of authorised financial services firms. If a firm is unable, or is unlikely, to pay claims against it, the FSCS may be able to pay compensation to the firm's Clients.

**Fund:** means an authorised unit trust or OEIC, or any other collective investment scheme, we make available to you for investment within your Account.

**General Investment Account (GIA):** means a taxable investment account.

**HMRC:** means HM Revenue & Customs.

**Income:** means all payments received as taxable income distributed from your Assets (e.g. dividends and interest) and any tax reclaimed on UK Assets from HMRC on your behalf.

**Income Account:** means an interest bearing component of your Cash Account used to hold Income from your Assets until paid to you or credited to your Deposit Account.

**Innovative finance ISA:** means a type of ISA that is a tax efficient Wrapper allowing savers to lend money to individuals or businesses via a peer-to-peer lending platform. We do not offer this type of ISA.

**In Specie:** means to transfer the ownership of an asset from one company to another without the need to convert the asset to cash.

**Investment Funds Direct Limited (IFDL):** means the UK company of which Ascentric and Fundsdirect are trading brands. IFDL is authorised and regulated in the UK by the Financial Conduct Authority, FCA number 114432.

**ISA:** means a Individual Savings Account (ISA) managed under the ISA Regulations.

**ISA Manager:** means IFDL as registered with HMRC as an ISA Manager.

**ISA Regulations:** means Individual Savings Account Regulations 1998, as amended.

**Joint Account:** means an Account set up in joint names with up to a maximum of four individuals.

**Lifetime ISA:** means a type of ISA that is a tax efficient Wrapper allowing individuals to save for their first home and for their retirement. We do not offer this type of ISA.

**Limit orders:** means an order placed to buy (below current price) or sell (above current price) a set number of Exchange-traded assets at a specified price or better. Limit orders also allow a limit on the length of time an order is valid before expiry. This is applicable only to Exchange-traded assets.

**Market Timing:** means the circumstance where the pricing of Assets may allow for a small window in which a major market impact has not yet been reflected in the re-valuation of the Asset. For example, a Fund with a Valuation Point of 12pm UK time may allow for trading in other time zones before it is re-priced.

**Minimum Cash Balance:** means the minimum level of Cash that you must hold in your Account.

**Model Portfolio:** means a defined collection of Assets and Cash set up in order to achieve a predetermined investment strategy. Model Portfolios normally reflect a certain risk profile. For example, a Model Portfolio may be created that suits a Client with a cautious attitude to risk, and will therefore invest in Assets and in relevant proportions that suit a cautious attitude to risk.

**Nominated Bank Account:** means a UK bank or building society account of which you are the named holder and which you specify and we accept as the account to which any monies are payable to you.

**Nominee:** means Fundsdirect Nominees Limited or any other custodian as directed by IFDL or as created from time to time by IFDL.

**Non Custody Assets:** means assets that cannot be held or traded within the Ascentric Wrap. However, the value of these assets can be recorded in your Account. Your Financial Adviser is responsible for keeping information about these assets up-to-date.

**OEIC:** means Open Ended Investment Company.

**Order Execution Policy:** means the document setting out the approach we will take when executing investment instructions, in order to establish the best possible result for you.

**Over-The-Counter:** means the execution of transactions, in a decentralised way, outside of an Exchange. It also means that trades are undertaken between two parties without the need for a central clearing mechanism.

**Pension Fund:** means the Cash and Assets of the Scheme attributable to you under each Arrangement, having regard to contributions and transfer-in payments paid by or in respect of you, less any benefits and transfer-out payments paid to or in respect of you and any Charges and fees that we deduct, adjusted to account for any growth or loss in the Assets.

**Person:** means any natural person, partnership, joint venture, corporation (wherever incorporated), trust, firm, association, government, governmental (or supra-governmental) agency, authority or department, or any other entity, whether acting in an individual, fiduciary or other capacity.

**Primary Holder:** means the first named person on the **Ascentric Client Application Form**.

**Qualifying Investment:** means an Asset that qualifies for investment in a Stocks and Shares ISA under the ISA Regulations.

**Reserve Account:** means an interest bearing component of your Cash Account. Withdrawals can be taken from the Deposit Account or Reserve Account. If a Reserve Account does not exist or does not have sufficient Cash in it, Charges will be taken from the Deposit Account. Any interest and dividends received can also be placed in the Reserve Account.

**Scheme:** means the registered pension scheme established by declaration of trust on 6th April 2009, known as the Investment Funds Direct Personal Pension Scheme (or such other name as we at our discretion decide).

**Security Details:** means the username, password and personal identification number (or other security items as implemented from time to time) issued to you by us in order to uniquely identify you on the Wrap.

**Settlement:** means the process by which Assets such as Exchange-traded assets and Funds are delivered from one party to another. It involves the contractual exchange of these Assets and Cash from buyer to seller.

**SIPP:** means the Arrangement or collection of Arrangements you have with us in a self invested personal pension.

**Stocks and Shares ISA:** means a type of ISA that is a tax efficient Wrapper for your Assets, within an ISA.

**Structured Products:** means Assets that invest money for a fixed period of time in order to achieve a return which may be linked to the performance of other assets or indices.

**Terms and Conditions:** means this document.

**Third Party Product Account (TPPA):** means a Wrapper which contains the Assets of and is a constituent part of an investment product provided by a third party e.g. a pension scheme that allows you to self invest or an offshore bond.

**Trading Account:** means a non-interest bearing component of your Cash Account used to pay and receive monies when you buy and sell Assets.

**Units:** means income or accumulation units, or shares of any class, in a Fund, including any fractions or decimals of units.

**US Person:** means any individual or non-individual that meets any one or more of the criteria of a US Person as defined by either the US Securities Act or Internal Revenue Code as amended from time to time.

**Valuation Point:** means the dealing time utilised by Fund managers to price units that are either bought or sold.

**Valuation Statement:** means a statement provided for you every three months that details all of the activity on your Account in that period. This will include all Charges paid out of your Account during that same period.

**We/us and our:** means Investment Funds Direct Limited trading as Ascentric, and including Fundsdirect Nominees Limited where appropriate.

**Wrap:** means the wrap service provided by IFDL (under the trading name "Ascentric") and located on a website with the URL [www.ascentric.co.uk](http://www.ascentric.co.uk) (or such other URL as IFDL may determine from time to time).

**Wrapper:** means any General Investment Account (GIA), Third Party Product Account (TPPA), Individual Savings Account (ISA), or Ascentric Pension Account (SIPP) held in the Wrap.

**You/your/yours:** means any person entering the agreement with us to apply for the Wrap.

## 2. Interpretation

- 2.1 References to clauses, sections and schedules are references to clauses, sections and schedules to these Terms and Conditions.
- 2.2 Headings are included for ease of reference only and shall not affect the interpretation of these Terms and Conditions.
- 2.3 Where appropriate, words in the masculine include the feminine and words in the singular include the plural and vice versa.
- 2.4 Any references to any statutes or statutory provision shall include that statute or statutory provision as from time to time amended, modified, replaced or re-enacted (whether before or after the date of these Terms and Conditions) and any order, regulation, instrument, bylaw or other subordinate legislation made under it.

## 3. Responsibilities

### Our Responsibilities

- 3.1 We are the provider of the Wrap, and will operate the Wrap and your Account in line with these Terms and Conditions and the Applicable Law. You may also be required to enter into additional terms and conditions relating to the Wrappers available through the Wrap.
- 3.2 We do not provide advice and are not required to assess the suitability of your Account, your Wrappers, and your Assets. We act on an execution-only basis. This means that we do not give any financial, legal or tax advice relating to your Account. You should seek your own financial, legal or tax advice from your Financial Adviser or another suitably qualified professional.
- 3.3 We are authorised and regulated by the FCA, with the registration number 114432.
- 3.4 We will treat you as a Retail Client. Retail Clients benefit from a higher degree of protection under the Applicable Law than Professional Clients or eligible counterparties. You can ask to be treated as a Professional Client and we may agree to do this if you meet the applicable criteria under the Applicable Law, however we do not have to do so. If you request to be treated as a Professional Client you should be aware that among the various protections lost, you may lose the ability to complain to the Financial Ombudsman Service and the right to make a claim under the Financial Services Compensation Scheme (FSCS). Please contact us if you wish to be treated as a Professional Client.
- 3.5 We have certain responsibilities to verify the identity and permanent address of our Clients under UK anti-money laundering legislation. If you are resident in the UK we may undertake an electronic anti-money laundering check on the personal information you have provided. This check will be undertaken by a reputable referencing agency which will retain a record of that check.

This information may be used by other financial institutions for fraud preventative measures. Details of the service we use is available upon request. Where an electronic check of personal information is not acceptable you will be asked to provide documents to establish the correctness of your personal details. These will generally be a certified copy of your passport, photocard driving licence and a copy of your recent bank statement or utility bill.

### Your Responsibilities

- 3.6 You are a Person with an Account on the Wrap and will comply with these Terms and Conditions in so far as they apply to your Account and applicable Wrappers.
- 3.7 You will give us information we reasonably require to open and operate your Account. For example, information to help us comply with anti-money laundering regulations and guidance.
- 3.8 You have a Financial Adviser who is appropriately authorised with us to manage your Account. They will be responsible for providing instructions on your behalf. If you no longer have a Financial Adviser appropriately authorised to manage your Account, you must notify us. For further information on the impact of this for you and your Account, please refer to Section 29.

### Your Financial Adviser's Responsibilities

- 3.9 Your Financial Adviser acts as your agent for your Account and acts as the main point of contact between you and us. This means your Financial Adviser has authority to provide information and instructions to us on your behalf, including changes in your personal details, for example a change of address.
- 3.10 Your Financial Adviser is responsible for providing you with financial advice and ensuring your Account, the Wrappers within it, and your Assets are suitable for you.
- 3.11 Your Financial Adviser will also administer and manage your Account in line with your agreement with them. This may, for instance, include the trading of Assets and/or the appointment of a Discretionary Fund Manager to conduct certain activities in relation to your Account. Further information on both trading (Sections 14 –20) and the relationship with DFMs (Section 21) can be found later in this document.

## 4. Eligibility

- 4.1 We will only provide the Wrap to a Person that meets the requirements in Section 4.4 or Section 4.5. SIPP and ISA Wrappers have other eligibility requirements. Further details can be found in Section B 'Terms and Conditions specific to ISAs' and Section D 'Terms and Conditions specific to the Ascentric Pension Account (SIPP)'

**4.2** If at any point you do not satisfy any of the criteria in Section 4.4 and 4.5 you must notify us immediately. We reserve the right to place restrictions on your Account or close your Account if you no longer satisfy these criteria.

**4.3** Please note that Asset managers (e.g. Fund managers) may also apply eligibility criteria. This could, for example, include restricting access to their Assets to UK residents only. As a result, you may not be able to invest in certain Assets through our Wrap. It is your Financial Adviser's responsibility to check that you meet any asset managers' eligibility criteria.

### Individuals

**4.4** We will only provide the Wrap to an individual if you are:

- » Aged 18 or over; and
- » Not a US Person.

If you meet these criteria, you can apply to open an individual Account and/or a Joint Account with a maximum of three other individuals. If you apply to have a joint Account each joint account holder is responsible for all transactions carried out on the Account; and any one of you can request the full balance of the cash and assets are withdrawn from the Account.

### Non Individuals

**4.5** You can apply to open a non-individual Account if you are:

- » Not a US Person; and
- » A corporate entity (such as a private or public limited company, a limited liability partnership, a partnership or a sole trader); or,
- » The trustee(s) of a trust (such as a will trust or a pension trust); or,
- » A charity.

## 5. Opening your Account

**5.1** When you open a Wrap you can choose from a range of Wrappers. This range of Wrappers will vary from time to time.

### Individual Account

**5.2** You can invest in Assets by opening any one of the following types of Wrapper provided you are eligible to do so:

- » General Investment Account;
- » Stocks and Shares ISA;
- » SIPP;
- » Third Party Product Account.

### Corporate, Trust and Charity Accounts

**5.3** You can invest in Assets by opening any one of the following types of Wrapper:

- » General Investment Account;
- » Third Party Product Account.

**5.4** The range of Wrappers available will vary from time to time.

**5.5** For a corporate, trust or charity Account, we will accept instructions from the Primary Holder. You agree that the Primary Holder is authorised to give instructions on your behalf and that we shall be entitled to rely upon any instruction given by the Primary Holder.

**5.6** When you open a corporate, trust or charity Account, we will be required to identify and verify the identity of the legal owners of the Account, for example the directors or trustees. It is vital that you keep us informed about who has been appointed to give instructions to us on your behalf and also any changes to Account information. Where appropriate, we will require full authorised signatory lists, minutes of meetings, or the trust or variation deed appointing the Primary Holder.

**5.7** For a corporate, trust or charity Account, you must ensure you have the necessary authority under the Applicable Law and the constitution of the corporate entity, trust, or charity to open an Account and invest in Assets. We do not accept any liability for checking that any of the Accounts, or the services provided under these Terms and Conditions, are suitable under the terms of the corporate entity, trust or charity.

### Joint Accounts

**5.8** If you have a Joint Account we will (unless one of you instructs us otherwise) accept instructions from any one of you. This means that you are each responsible for all transactions carried out on the Account; and any one of you can request the full balance of the cash and assets are withdrawn from the Account.

**5.9** Any one of you may instruct that we only accept instructions from all of you acting together. If this happens:

- (a) we will only act on your instructions if they are in writing and signed by all of you; and
- (b) we will not be able to accept any instructions you provide us by telephone or by using the Ascentric Wrap website, as these methods of communication are designed to only allow us to accept instructions from any one of you.

**5.10** The first named Joint Account holder on the Ascentric Client Application Form, or if one has been named in the Ascentric Client Application Form the correspondence contact, will receive all communications including consolidated tax vouchers, paper valuation statements and any correspondence from Fund managers.

**5.11** Payments out of the Joint Account will be made to the bank account named in the Ascentric Client Application Form, or an alternative bank account provided this instruction is received in writing by Ascentric.

**5.12** If one of you dies, the Account will pass into the name(s) of the surviving Joint Account holders and we will accept instructions from the surviving Joint Account holders.

**5.13** If you have a Joint Account, you will each be responsible for any money owing on your Account, including any fees or legal responsibilities, both individually and jointly. This means that if one of you is unable to repay the money owing, the other individuals can be required to pay the amount due in full, even if your relationship has changed or ended.

### Account Start Date

- 5.14** Your Account will start and these Terms and Conditions come into force when we accept your application and valid payment has been made. Valid payment means the amount paid into your Account and includes:
- » Cash such as single and/or regular payments;
  - » And/or transfer payments (including asset transfers) from other product providers made into your Account.
- 5.15** The minimum lump sum required to open a General Investment Account and Stocks and Shares ISA is £1,000. There is no minimum for the SIPP.
- The minimum regular contribution amount is £100 a month (or equivalent amount at different frequencies) for the General Investment Account, Stocks and Shares ISA and SIPP.
- Please note that to invest in a Third Party Product Account, the minimum amounts may be higher. For further details please speak to your Financial Adviser.
- 5.16** We will confirm to you and your Financial Adviser in writing that your application is accepted and that your Account is open.

### Third Party Authority and Power of Attorney

- 5.17** You may ask us to accept instructions from a third party by putting the request in writing to us. If we agree to accept the third party instructions, we will need to perform anti-money laundering verification checks on the third party before accepting instructions from them. Where a third party is acting under a power of attorney, we will require a certified copy of this document before we can accept instructions.

### Family Group

- 5.18** Our Family Group facility allows our annual Wrap Charge to be based upon the value of the consolidated assets of the Family Group, with the Charges being applied proportionately to each Family Group member. To be eligible for Family Group charging, all applicants must be individuals who are immediate family members at the time our annual Wrap Charge is levied.
- 5.19** To be part of a Family Group, you must be the spouse (through marriage or civil partnership), parent, grandparent, child or grandchild (including through adoption) of another member of the Family Group. Spouses of children of Account holders, siblings of Account holders and siblings of parents or grandparents of Account holders do not qualify.
- 5.20** You must notify us immediately if you cease to qualify for membership of a Family Group.

## 6. Cash payments to your Account

- 6.1** Cash payments must be made in sterling and can be made as single lump sum payments or regular payments.
- 6.2** Lump sum and regular contributions can be paid into your Account by cheque or electronically. Cheques to Ascentric should be made from a UK bank account in your name (either a personal or joint bank account). We may be able to accept cheques from third parties if they are on your behalf (e.g. a solicitor acting for a trust or an employer in respect of the SIPP) but we reserve the right to reject these cheques if sufficient evidence is not provided to confirm source of funds.
- 6.3** Building Society cheques or Banker's Drafts must contain your name on the front, or on the rear of the cheque accompanied by the Building Society's official stamp and signature. Cheques presented in any other way will not be accepted. If your name is not included on the cheque we will require a building society passbook or bank statement as evidence to confirm source of funds.
- 6.4** If a cheque or Direct Debit is rejected by our Bank we will remove the payment amount from your Account. We will not be liable to you for any loss you may suffer arising from this.
- 6.5** You can make a payment into your Account electronically by BACS, CHAPS, Direct Debits and standing orders. Not all types of electronic payment are available for each Wrapper, you should refer to the Wrapper terms and conditions for more details. All payments submitted for business must be from a UK bank account in your name (either your personal or joint bank account), or your Financial Adviser's client account (where your Financial Adviser is authorised by the FCA to hold client money).
- 6.6** Payments should also quote your Client reference number and the Wrapper you wish the payment to be applied to. In the event we are unable to identify the Account a payment should be paid into, the payment will be returned to the originator within 10 Business Days and no interest will be paid on the payments returned. We will not be liable to you for any loss you may suffer arising from this.

## 7. Asset transfers to your Account

- 7.1** You may be able to transfer in existing assets held in your name or from another product provider, subject to the terms of the Wrapper you have applied for with us. This transfer process is known as In Specie or re-registration.
- 7.2** The ability to re-register assets will depend on us offering the exact same assets in the Wrapper to which you want to re-register them. We reserve the right to refuse to offer these assets to you on our Wrap or certain Wrappers.
- 7.3** Where we can accept the re-registration of assets, we will not charge you for this transfer.

**7.4** If you have chosen to transfer in existing assets into your Account from other parties, we are reliant on those third parties providing adequate and accurate information regarding your assets. As a consequence, we cannot be held liable for any loss or damage incurred due to inaccuracies, delays or failures in these third parties in providing us with information or the assets themselves.

## 8. Transfers between Accounts and Wrappers

- 8.1** You authorise us to accept Cash transfer requests from your Financial Adviser. This includes:
- » Transfers between Wrappers within your Account, and
  - » Transfers from your Account to another Account belonging to another individual, for example, a member of a Family Group.
- 8.2** Your Financial Adviser is responsible for obtaining your authorisation to instruct a transfer and for ensuring any transfer is in accordance with the Applicable Law. We do not accept any liability for any tax or other Charges that apply to any transfer made.

## 9. Your Cash Account and Deposits – Ownership and Custody

- 9.1** Cash will be held in our Client Accounts in the name of Investment Funds Direct Limited, and with trust acknowledgement status in accordance with the FCA client money rules.
- 9.2** We hold our Client Accounts under trust with a carefully selected range of deposit takers. These deposit takers are all covered by the FSCS. This means that, in the event of the default or insolvency of deposit takers, you may be covered up to the applicable limit for each separately authorised deposit taker. However, should there be a shortfall in the Client Accounts after their default or insolvency, you may have to share proportionally in that shortfall with any other Clients who have Cash in the Client Accounts.
- For further information on FSCS and your eligibility to make a claim please refer to your Financial Adviser or the FSCS website.
- 9.3** Deposits in fixed term and notice accounts will be held in designated client bank accounts in the name of Investment Funds Direct Limited, and with trust acknowledgement status in accordance with the FCA client money rules. A designated client bank account is a particular type of client bank account that is kept separate from non designated client bank accounts in certain circumstances. For further information please refer to your Financial Adviser.

**9.4** Cash and Deposits are always held separately from our accounts and from those with whom we place the Cash and Deposits. As such, should we be wound up, your Cash and Deposits will remain yours and any administrator should be obliged to return them to you as part of the wind down process.

## 10. Your Cash Account – Interest

- 10.1** All Cash which is held in your Account will be placed with a number of deposit takers, where it will usually generate interest. Deposit takers are chosen through a due diligence process to maximise Client protection.
- 10.2** Interest received from these deposit takers is allocated to Clients without any deduction based on the Cash held within their Cash Account. The average interest rate received from these deposit takers, and passed on to Clients, changes on a daily basis.
- 10.3** Cash held in your Cash Account will, where applicable, earn interest from the day it has been identified as relating to your Account and has been credited to your Account. We will not pay interest on non-sterling Cash held in your Account.
- 10.4** Gross interest will be calculated and applied to your Account each month based on your daily Cash positions. You will be responsible for declaring any interest and paying any tax liability to HMRC that you may incur. We reserve the right to change the interest rates we pay you without notice.
- 10.5** For further information on how we calculate interest rates as well as the latest interest rates applied, please speak to your Financial Adviser or refer to our website. We may replace or appoint a deposit taker at any time.

## 11. Your Cash Account – Operation and Minimum Cash Balance

**11.1** When you open an Account with us, we will open a Cash Account for you. This is a Client Account that we hold specifically for you, that pays interest on your Cash as set out in Section 10.

Your Cash Account has four main parts to it:

- » A Deposit Account;
- » A Reserve Account;
- » An Income Account;
- » A Trading Account.

Through these sub-accounts, money will flow in and out of your Account on our Wrap.

**11.2** You must hold a Minimum Cash Balance in each Wrapper in order to meet Charges. Where we deduct Charges for an ISA from your GIA, you can hold the Minimum Cash Balance for your ISA either:

- » within your ISA Wrapper;
- » or within your GIA Wrapper (in addition to the Minimum Cash Balance for your GIA).

**11.3** The Minimum Cash Balance that you must hold in each Wrapper is the lower of:

- » 2% of the value of all Assets held within the Account, subject to a minimum of £100; or
- » £2,000.

For example, if the value of your Assets is £200,000 the Minimum Cash Balance applicable to you would be £2,000.

**11.4** On the last Business Day of each month we will review your Available Cash Balance. If, at this time, your Available Cash Balance is below 1% of the value of the Assets and Cash held within a Wrapper, we will sell your Assets to restore the Minimum Cash Balance. For example, if the value of your Assets and Cash in a Wrapper is £200,000 and your Available Cash Balance is only £1,000 we will sell your Assets to restore the Minimum Cash Balance of £2,000.

We will not accept any liability where the sale is made at a disadvantageous time, has a material effect on the balance of Assets within a Model Portfolio, or if you incur any tax liability.

**11.5** Where we are required to sell Assets to restore your Minimum Cash Balance, we will:

- » Sell enough Assets to restore the Minimum Cash Balance. If there are restrictions imposed on the number of shares/units which may be sold at one time, then the number of shares/units sold may be significantly higher than is required to restore the Minimum Cash Balance;
- » Sell sufficient Assets from the largest available daily traded Asset holding downwards.  
This may include Assets which have been restricted. Where insufficient daily traded Assets are held we will sell from the largest remaining available Asset holding downwards;
- » Sell the entire holding if required to sell more than 95% of a holding;
- » Only sell holdings in whole shares/units and will round up to the nearest share/unit;
- » Sell Assets from the GIA where Charges for an ISA are applied to a GIA. If there are insufficient Assets to sell within the GIA we will sell Assets from the relevant ISA to restore the 2% Minimum Cash Balance within the ISA.

## 12. Buying and selling Deposits

**12.1** We provide access through our Wrap to Deposits available from selected providers. Deposits refer to fixed term deposits and notice accounts. Please note the Deposits cannot be purchased and held in a Stocks and Shares ISA, SIPP or included in a Model Portfolio.

**12.2** Your Financial Adviser will provide you with the relevant deposit taker's terms and conditions and any other relevant documentation from them. This should be read before agreeing to invest. The deposit taker may require you to complete documentation and to return this to them.

**12.3** Your Financial Adviser will also provide you with our **Cash Deposit Order** Form that needs to be completed so you can instruct and authorise us to invest your Cash into the relevant Deposit.

**12.4** You must ensure there is sufficient Cash in the relevant Wrapper to cover any investment into the Deposit and any Charges. Please refer to Section 11 'Your Cash Account – Operation and Minimum Cash Balance', for further information.

**12.5** Before you invest, interest rates are indicative and can change or be withdrawn by the deposit taker at very short or no notice. Your Financial Adviser can discuss with you the interest rates and terms available, including any minimum and maximum investment amounts.

**12.6** Interest rates do not take into account Charges, and Platform dealing Charges will be taken in line with the **Ascentric Account Charges schedule**.

**12.7** Orders to buy a Deposit on your behalf will be placed with the deposit taker in accordance with our **Order Execution Policy**. Your Deposit will be placed with the deposit taker at the prevailing interest rate for that Deposit on the day of your order.

Your Financial Adviser will then receive confirmation of your order, including the actual interest rate applicable on that day.

**12.8** Any interest paid during the life of the Deposit will be paid to your Cash Account at the frequency stipulated by the deposit taker and will not accrue within the Deposit with the deposit taker.

### Fixed term deposits

**12.9** The interest rate is fixed at the start and is set by the fixed term deposit taker. Interest rates do not take into account Charges.

**12.10** You may not be able to withdraw, transfer or switch your money until the end of the term of a fixed term Deposit, other than in exceptional circumstances, for example death. Exceptional circumstances are determined by each individual fixed term Deposit provider, who may impose a Charge for early withdrawal.

- 12.11** At the end of the term of the fixed term Deposit, your original investment, plus interest, will be paid to your Cash Account or retained within the Deposit with the deposit taker. Unless your Financial Adviser tells us otherwise, your original investment plus interest will be paid to your Cash Account.

### Notice accounts

- 12.12** Interest rates on notice accounts are not fixed and may vary during the life of the Deposit.
- 12.13** You will only be able to withdraw, transfer or switch your money from the notice account after providing the required notice to the deposit taker.

## 13. Ownership and Custody of Assets

- 13.1** By agreeing to these Terms and Conditions, you authorise us to direct and instruct our Nominee to carry out our responsibilities under these Terms and Conditions. This includes arranging for our Nominee to have custody of your Assets.
- 13.2** Our Nominee is currently Fundsdirect Nominees Limited. This Nominee is part of the Royal London Group and its registered address is: Trimbridge House, Trim Street, Bath, BA1 1HB.
- 13.3** We are responsible for the acts and omissions of our Nominee.
- 13.4** Our Nominee will arrange to keep your Assets separate from our own assets and from those with whom we place the assets. As such, should IFDL be wound up, your Assets will remain yours and any administrator should be obliged to return them to you as part of the wind down process.
- 13.5** Your Assets will be registered in the name of the Nominee, but will be beneficially owned by you at all times. This means that the Assets will continue to belong to you if our Nominee becomes insolvent.
- 13.6** Our Nominee is not an authorised person under the Applicable Law. Our nominee only holds Assets and does not carry out business in its own right.
- 13.7** We reserve the right to change our Nominee or the structure of our Nominee account in accordance with Section 30 'Changes to these Terms and Conditions'.
- 13.8** Any documents relating to the custody of Assets evidencing title (or the equivalent electronic record) will not be lent to third parties or used as security for borrowing.

## 14. Buying and Selling Assets

- 14.1** We offer a variety of Assets for you to invest in that may vary from time to time including:
- » Funds;
  - » Exchange-Traded Assets;
  - » Structured Products;
  - » Unregulated Collective Investment Schemes (UCIS). UCIS are Assets that are not authorised or recognised by the FCA, and only certain types of investors are eligible to invest in them. For further information, please speak to your Financial Adviser.

The range of Assets available will vary depending on the Wrapper you select.

- 14.2** There are risks associated with investing and these largely depend on the Assets you choose to invest in. For more detailed information please refer to the **Ascentric Key Features** document as well as the relevant documentation for your chosen Assets, such as a Key Investor Information Document. If there is anything that you do not understand or agree with, you should discuss this with your Financial Adviser before investing.
- 14.3** The availability of Assets through our Wrap is driven by Financial Adviser demand. We do, however, apply basic operational and regulatory criteria to Assets on our Wrap. For further information please speak to your Financial Adviser. The fact that an Asset is available does not imply that the Asset is suitable to your needs. It is your Financial Adviser's responsibility to ensure that the asset is suitable for your needs and that you meet any asset eligibility criteria.
- 14.4** We will assume that your Financial Adviser is suitably qualified to understand the Assets that you are choosing to invest in.
- 14.5** We may add or remove the Assets available to you through our Wrap at our sole discretion.

## 15. Instructing us to buy or sell Assets

- 15.1** Order instructions to buy or sell Assets must be provided online via the Wrap. Telephone and written instructions will normally only be considered for acceptance where the order cannot be undertaken online. Please see our **Order Execution Policy** for more information.
- 15.2** Orders placed through the Wrap may be sent directly to an execution venue without being viewed by any individual member of our staff.
- 15.3** When you, your Financial Adviser or DFM ask us to buy or sell Assets, you must ensure there is sufficient cleared Cash in your Account. We cannot be held liable for any loss you may suffer due to a delay to the processing of your order, caused by there being insufficient cleared Cash in your Account. Once cleared Cash is available in your Account we will place the order on your behalf.

- 15.4** Where you deal without the advice of your authorised Financial Adviser this is known as 'execution only' and you must take sole responsibility for this action.
- 15.5** Some Assets are categorised as complex Assets in accordance with the Applicable Law. If you are an execution only Client and wish to invest in complex Assets, you must complete an appropriateness test. Based on the information you provide we will assess if you have the necessary knowledge to understand the risks involved in making a complex investment. Where we are satisfied you have the required knowledge we will execute the transaction on your behalf.
- 15.6** You agree that your Financial Adviser or DFM is authorised to provide us with instructions on your behalf. It is up to your Financial Adviser to make sure, where relevant, an appropriate DFM agreement is in place allowing a DFM to act on your or your Financial Adviser's behalf. We will not be responsible for deals placed by them without your authority.
- 15.7** Clear Client details including Account number and Wrapper must be provided in order for us to allocate your Cash to your chosen Assets in a timely manner. Failure to provide these may result in a delay to the investment or the Cash being returned to your Cash Account.
- 15.8** Instructions to us to buy and sell Assets on your behalf will be transacted directly with the third party concerned (e.g. a Fund manager), in accordance with our **Order Execution Policy**. Our **Order Execution Policy** is available from your Financial Adviser or our website and is designed to ensure that we obtain the best possible result for you.
- 15.9** We will exercise all reasonable professional care in the execution of deals and selection of brokers, bankers and other third parties which we may from time to time instruct or employ. Accordingly, to the extent that we do exercise all reasonable professional care, no liability shall attach to us whatsoever arising in respect of any loss or diminution in the value of Assets. If we make an error we will correct your Account for all items in excess of £5 at the earliest opportunity. We will ensure that our action to correct the matter will be fair to you.
- 15.10** By opening an Account with us you consent to our **Order Execution Policy**. Where applicable, you authorise us to execute transactions on your behalf outside of an EU regulated market (such as an Exchange or multilateral trading facility). You also authorise us to execute transactions on your behalf on an Over-The-Counter basis, where we think this would be in your best interests.
- 15.11** Some orders may be aggregated and a bulk deal placed. Our **Order Execution Policy** governs the placement of this deal. When orders are disaggregated, there may be penny rounding differences which cannot be allocated at a Client level. Where this occurs, we will pay any such roundings to our chosen charity annually.
- 15.12** If for any reason part way through placing an order there is a failure of the Wrap and/or your connection to the Wrap then you should not repeat any instruction for that order without contacting us first by telephone or email. This is required because your first instruction may have been received, and actioned, and if you repeat the instruction the same order may be actioned twice. In this event you will be liable for both orders.
- 15.13** You may be able to cancel an unexecuted order on your Account via the Wrap. However, please note that deals shown to be pending on the Ascentric Wrap are not real time as there is a slight delay between the order being executed and it then being removed from the list of pending deals. Therefore, if an order is shown as pending and you enter an instruction to cancel that order, if it has already been executed by us, then you will not be able to cancel the instruction.
- 15.14** We may be able to reverse the trade for you, but in the event that we cannot, you must buy or sell as appropriate, and you may not get back the original value of your investment.
- 15.15** We may cancel a transaction without notice where we believe we have a valid reason. This may include where we are requested to do so by a third party involved in executing a transaction such as an Exchange or a counterparty. We will not be liable for any loss you incur as a result of the cancellation in such circumstances.
- 15.16** We reserve the right to reject an order. For example, levels of trading are actively monitored and acceptance of orders from Clients who have a history of excessive trading or whose trading has been disruptive may be refused.
- 15.17** Certain Assets may have a minimum trade value. This means that where a trade is placed for less than this amount we will reject the trade by removing it from your Account. We will let you or your Financial Adviser know that the trade has been rejected.
- 15.18** In instances where a payment to your Account is unpaid for any reason, you will be held accountable for any loss that may arise due to market movement.
- 15.19** You are not permitted to trade to take advantage of Market Timing. You authorise us to discuss suspected Market Timing activity with relevant third parties (such as Fund managers and stockbrokers). Fund managers are sensitive to Market Timing activities and may apply adjustments after trades to account for major market movements.
- 15.20** We reserve the right to defer Settlement, in accordance with Applicable Law, where there is a need to fulfil due diligence under FCA or UK anti-money laundering legislation.
- 15.21** We can only deliver Assets or the proceeds of a sale to your Account when we have received these Assets or sale proceeds from the other party to this transaction.
- 15.22** You should also be aware that due to the time it takes for some transactions to settle in certain markets outside of the UK there may be a delay as to when we receive sale proceeds.

**15.23** The proceeds of the sale of an Asset will usually only be paid to your Account or to a UK bank account in your name. In some instances we may agree to pay the proceeds to another company appointed by you to act on your Account, for example an FCA regulated company or a solicitor that operates a client money account.

**15.24** We will place any order in good faith, and will assume you have understood that money placed in Assets outside of the UK regulatory regime may not provide the same protection as those based in the UK. For further information please refer to your Financial Adviser and Section 36.

**15.25** Our policy in respect of the use of proceeds from trades is as follows:

- » Cash proceeds from confirmed (but not settled) sales can be used both on individual and Model Portfolio orders.
- » For individual orders, Assets from confirmed (but not settled) buys can be sold. This is not allowed for Model Portfolio rebalances – Asset holdings must be settled before being sold.

We reserve the right to vary any aspect of the above policy without notice.

**15.26** We have discretion to apply Cash to an Account on a day other than a Business Day. After you have made your investment, we may have to adjust your holding (for example, on the basis of instructions received from a Fund manager or counterparty). We will not adjust your holding where the proposed adjustment is £5 or less.

**15.27** The Contract Note will be accessible through your Wrap. For Joint Accounts the Contract Note will always appear in the name of the first Account holder. Where you request it in writing the Contract Note will be sent by mail.

## 16. Buying and Selling Funds

**16.1** Once cleared Cash is available in your Cash Account, we will endeavour to place any trades within the next two Valuation Points. For some Funds the next available Valuation Point may be later than one Business Day after the order has been placed.

**16.2** Some Funds available on the Wrap are dual priced. This means that the price we trade at for these Funds fluctuates between the stated values and may be different to the price listed at a particular point in time on our Wrap. It is your responsibility to research the pricing of any Funds you select.

**16.3** Fund managers may automatically correct pricing errors and not inform us if it is below 0.5% of the Fund value. There may be some occasions when your order is sold at the erroneous price and the Fund manager will not correct the price.

**16.4** Some Fund managers will only accept purchases or sales to the nearest decimal place as specified by them. In such circumstances there may be small residual amounts of Cash which will be retained within your Cash Account.

**16.5** Settlement of a Fund sale will take place once cleared Cash has been received from the Fund manager. Usually this will be no later than 10 Business Days following receipt of all required documentation.

**16.6** Please speak to your Financial Adviser for more information on specific terms relating to Fund trading and pricing.

## 17. Buying and selling Exchange-traded assets

**17.1** Settlement of Exchange-traded asset transactions will usually be undertaken via CREST. Each CREST transaction will normally be settled no later than 2 Business Days after the transaction date and following receipt of all the required documentation. Settlement of non CREST Exchange-traded assets may take place later than 2 Business Days after the transaction date and following receipt of all the required documentation.

**17.2** Some Exchange-traded assets may only be traded to the lot size as specified by the issuer.

**17.3** We cannot accept trades that do not settle in sterling in CREST. Overseas Exchange-traded assets available on the Wrap must have an arrangement with CREST in order that they can settle in sterling. If a foreign exchange conversion rate is applied to a trade, this rate will be provided by the relevant third party at the point of execution of the trade.

**17.4** Settlement of Over-The-Counter trades will usually take place in accordance with the standard Settlement process (including timescales) for the Assets being settled.

**17.5** We may accept Limit Orders where you place limits on the price you are prepared to accept for a trade. The Limit Orders will only be valid up to the expiry date you specify, and it is your responsibility to monitor the expiry date.

**17.6** Prices of Exchange-traded assets displayed within your Account will reflect the latest daily and end-of-day prices respectively. Some Exchange-traded assets will price less frequently, such as monthly. For trading purposes, these prices should only be used as an indicative price. We will reflect gilt prices as clean prices (prices that exclude any accrued interest).

**17.7** We will actively monitor Asset price movement and apply controls such as price tolerance checking. For example, where Asset prices move by greater than 5% from the previous Valuation Point.

**17.8** We will not:

- » deal in suspended Exchange-traded assets;
- » accept short positions;
- » undertake stock lending.

## 18. Buying and selling Structured Products

- 18.1 We offer access through our Wrap to Structured Products from selected providers.
- 18.2 Your Financial Adviser will provide you with the relevant Structured Product provider's terms and conditions and any other relevant documentation from them.
- 18.3 We will submit applications and monies for Structured Products once you have placed an order through us, and not necessarily wait until the investment deadline date specified by the Structured Product provider.
- 18.4 Where Structured Products are traded via an Exchange, these orders will be placed with the Structured Product provider in accordance with our **Order Execution Policy**.
- 18.5 Sometimes a Structured Product may be oversubscribed or no longer offered. If this is the case, your money will not be placed in this Structured Product and we will tell you this.
- 18.6 You may not be able to withdraw, transfer or switch your money until the end of the term of a Structured Product. There may also be a Charge or notice period imposed by the Structured Product provider in these circumstances. Please speak to your Financial Adviser for further information.

## 19. Regular Investment Option

- 19.1 You can make regular monthly investments into Assets, subject to a minimum investment of £100 per month. You must invest a minimum of £25 into any Fund you select. For Exchange-traded assets, the minimum is the amount of the last known whole share price. Your Financial Adviser may also specify a minimum Asset value per phased investment.
- 19.2 Investments will be made on the 15th calendar day of each month or the nearest applicable Business Day following this. Partial trades will not be placed. You are responsible for ensuring your Available Cash Balance is sufficient five Business Days before the investments are due to be made. If it is not sufficient, your investment will not take place.
- 19.3 Investments will be made in accordance with our **Order Execution Policy** and you cannot apply Limit Orders to the purchase.
- 19.4 We will continue to make purchases in accordance with your instructions until you vary or stop this regular investment option online.

## 20. Model Portfolios

- 20.1 Model Portfolios may be created by your Financial Adviser or an appointed DFM. These Model Portfolios can then be linked to your Account and your Assets managed in accordance with these Model Portfolios. Some or all of your Assets can be invested at the same time in a Model Portfolio. Certain Assets cannot be used in Model Portfolios, and your Financial Adviser can confirm to you what Assets are permitted.
- 20.2 Model Portfolios created by your Financial Adviser, where not acting as a DFM or with an appointed DFM, must be created and amended with your consent and you must agree to any periodic balancing of your portfolio to realign Funds to certain agreed proportions. Any changes to the composition of a Financial Adviser's Model Portfolio must be agreed with you or you will no longer be able to be linked to a Model Portfolio. A DFM may manage the Model Portfolio with discretion, as described in Section 21 below.
- 20.3 You may have more than one Model Portfolio in operation at the same time within your Account. But each Wrapper can only invest Assets in one Model Portfolio at a time.
- 20.4 When managing the Assets in your Model Portfolio, your Financial Adviser or appointed DFM may, from time to time, instruct us to buy or sell Assets. For example, they may buy and sell Assets such as Funds to realign these Funds to certain proportions, and so a certain percentage is allocated to a particular Fund.
- 20.5 Depending on the investments of a Model Portfolio, and the timing of confirmation receipts across those investments, there is the possibility that clients within a model may not receive the same execution price for the resulting purchases of further investments, owing to such timing differences. Please refer to the **Order Execution Policy** for further details of our approach to the handling, aggregation & allocation of client orders.
- 20.6 If your Assets are no longer linked to a Model Portfolio, you will remain invested in these Assets and no further rebalancing of Assets will take place.
- 20.7 We are not responsible for maintaining your Account in respect of Model Portfolios.

## 21. Discretionary Fund Managers

- 21.1 You have the option to use a DFM to provide investment portfolio services in relation to your Account or a specific Wrapper within your Account.
- 21.2 In order for a DFM to provide these services, a DFM must be given access to your Assets. Before they can access your Assets or place orders on your Account:

- » A Discretionary Investment Management Agreement must be in place either between your Financial Adviser and a DFM; between you and a DFM; or between you, your Financial Adviser and a DFM.

Where appointed by your Financial Adviser, the DFM does not act for you but has an agreement with your Financial Adviser who acts as your agent.

- » You must provide us with evidence of your authorisation for the DFM to access your Assets.
  - » A DFM must also have appropriate terms with us to be able to access our Wrap.
- 21.3** Any Assets allocated to a DFM will be managed by them in line with their stated investment powers and limits. These powers and limits will be outlined in the agreement you and/or your Financial Adviser have in place with a DFM.
- 21.4** You can appoint more than one DFM to your Account at any one time.
- 21.5** If you have agreed for a DFM Charge to be paid from your Account, and it is possible for us to do so, we will pay the DFM Charge to the DFM.
- 21.6** Please speak to your Financial Adviser for further information on the use of DFMs (including DFM Charges) and for a list of the DFMs you may be able to use on your Account.

## 22. Withdrawals and transfers from your Account

- 22.1** Any withdrawal or transfer requests are subject to the Settlement of any outstanding investment order(s), tax liabilities, and Charges. If we do not know how much the tax, Charges or other amounts will be, we may retain an amount of Cash that we feel is reasonable and appropriate. Any remaining Cash will then be paid to you or transferred out. If payment to you results in full removal of the Account balance (for both Cash and Assets), we will close your Account immediately on settlement of the withdrawal.
- 22.2** Subject to the Applicable Law for the Wrapper you wish to make withdrawals from:
- (a) You can make one-off withdrawals and also make regular withdrawals from your Cash Account.
  - (b) Regular withdrawals can be paid monthly, quarterly, half yearly and annually. They can only be paid into your Nominated Bank Account and will only be paid on a Business Day. Withdrawals must be a specified amount in sterling.
  - (c) If there is insufficient cleared Cash in your Account to make the payment, the payment will not be made.
  - (d) Fixed amount regular withdrawals can be paid from your Reserve Account or your Deposit Account.
  - (e) You can choose how you want Income to be paid to you. This type of Income can be paid to you from your GIA and/or ISA:

- » At a certain frequency (monthly, quarterly, half yearly, or annually); or

- » Upon receipt by us of the Income in your Cash Account.

Alternatively you can request that the Income is not paid out to you and is left in your Income Account pending instructions or transferred and retained in your Deposit or Reserve Account.

- 22.3** You may be able to transfer out the cash value of your existing Assets with us, or your existing Assets to another provider.
- 22.4** The ability to re-register Assets will depend on the receiving provider offering the exact same assets in the Wrapper to which you want to re-register them. We reserve the right, where necessary, to recover any re-registration costs incurred in the re-registration process. This could be, for example, where we have been charged by the new provider.
- 22.5** Transfer requests may be provided by giving written instructions to us, your Financial Adviser or the receiving product provider. In the event of transferring Assets from your Wrapper, you must cease all trading on your Wrapper in those Assets.

## 23. Corporate Actions and reports

- 23.1** The Assets you invest in may be affected by Corporate Actions. Some Corporate Actions require a choice to be made in respect of your holdings in a particular Asset, such as a Fund. This is known as an election.

Where we are aware of a Corporate Action requiring election, we will contact your Financial Adviser or DFM in writing detailing your election options within 10 Business Days of us receiving full details of the Corporate Action. If we do not receive instructions before the election deadline, we will apply the default option as outlined in our communication.

- 23.2** Where a Corporate Action does not require election, we will inform your Financial Adviser or DFM of the details within 10 Business Days after the effective date of the Corporate Action.
- 23.3** Where a DFM has been appointed to manage your Assets (such as in a Model Portfolio) all Corporate Action communications will be sent to your Financial Adviser and the DFM.
- 23.4** If an instruction from you, your Financial Adviser or DFM requires additional payment (such as a rights issue) and there is insufficient Cash in your Cash Account, then this additional payment must be provided to us and received in the form of cleared cash before the election deadline. We will exercise the default option if this is not the case.
- 23.5** If a Corporate Action results in a change to an Asset or creates Assets that cannot be held by us, we reserve the right to return the Asset to you if the terms of the Wrapper allow this. If we cannot hold the Asset we may request that your Financial Adviser or DFM sells or switches out of the Asset before the election deadline. We also reserve the right to return the Asset to you either in a dematerialised or certificated form.

- 23.6** Certain Corporate Actions (e.g. consolidations) may result in fractional allocations of shares and/or Cash distributions. For example, if a consolidation applied 1 share for every 10 held, this could result in a fractional entitlement. Fractional entitlements will be sold where possible, and the Cash proceeds of under £5.00 will be donated to charity.
- 23.7** We will not forward company reports which detail the performance and other information relating to your Assets. These should be obtained from your Financial Adviser. We are also unable to pass on to you any shareholder perks relating to Assets held by you.
- 23.8** We will not contact you, your Financial Adviser, or DFM (if applicable) regarding shareholders' or unit holders' meetings or to vote. If you wish to attend these meetings or vote, please speak to your Financial Adviser who will be able to advise you of any associated charges for this.

## 24. Dividends and other Distributions

- 24.1** Income generated by Assets will be collected by us and paid to your Cash Account, and will start earning interest as outlined in Section 10 'Your Cash Account – interest'.
- 24.2** We will pay in to your Cash Account any Income within 10 Business Days of us receiving both the cash and a valid tax voucher. Alternatively, if you have requested it, we will pay Income by BACS to your Nominated Bank Account, within 10 Business Days of us receiving both the cash and a valid tax voucher for that Income.
- 24.3** If you hold non UK Assets, we will not reclaim any withholding tax deducted on the income.
- 24.4** As prescribed by the Applicable Law, we will where applicable report any Income received from your Assets to HMRC.

## 25. Charges

- 25.1** The possible Charges that could apply to your Account will depend on a range of factors including (but not limited to):
- » the value of your Account
  - » the Wrappers you invest in
  - » the Assets you invest in
  - » the terms of your agreement with your Financial Adviser (and where applicable, DFM).

For details of the latest Charges applying specifically to your Account please speak to your Financial Adviser.

## Our Charges

- 25.2** Our charges are set out in the Ascentric Account Charges schedule and form part of these Terms and Conditions. Our charges may be subject to change. For details on when we may change our charges and how we will notify you, please see Section 30 Changes to these Terms and Conditions. This will not affect any of your rights to close your Account and terminate the Terms and Conditions with us.
- 25.3** The Charges that we apply to your Account will be affected by the terms of our agreement with your Financial Adviser. If you change your Financial Adviser, different Charges may apply. Your Financial Adviser will provide you with the details of the Charges applying to your Account.
- 25.4** We apply our charges on the value of the Assets held in your Account, this includes any Assets suspended from trading. See Section 34.23 for how we value suspended assets.

## 26. Financial Adviser Charges

- 26.1** You must agree with your Financial Adviser the amount you will pay them for advice and the services they provide to you. You must also decide whether any Financial Adviser Charges are to be deducted from your Account, or settled directly between you and your Financial Adviser.
- 26.2** We will deduct any initial or ongoing Financial Adviser Charges you have agreed with your Financial Adviser from your Account. Any Financial Adviser Charges in relation to Non Custody Assets, whose value is recorded on your Account, will be deducted from your GIA.
- 26.3** You may have agreed with your Financial Adviser to use a DFM to manage your Assets. There may be an additional Charge for this. This Charge will be agreed between you, your Financial Adviser and your DFM.
- 26.4** If you have an Account from which Financial Adviser Charges are being taken but it no longer has sufficient value to pay these Financial Adviser Charges, we reserve the right not to pay these Financial Adviser Charges.
- 26.5** If you die, Financial Adviser Charges will continue to accrue on your Account until the end of the calendar month in which we receive an original death certificate. For further information please refer to Section 31.
- 26.6** For further details of the impact of your death on your Account please refer to Section 31 'Ending this agreement'.

## 27. Other Charges

- 27.1** Other charges may include Fund Charges, Exchange-traded asset Charges, Deposit Charges, Structured Product Charges. Further information can be found in the applicable Asset or Deposit literature and by speaking to your Financial Adviser.

## Fund Charges

- 27.2** A Fund manager may apply a bid/offer spread or initial charge, an Annual Management Charge, an exit charge on leaving the Fund and other fees. These Charges are usually deducted directly out of the Assets within the relevant Fund.
- 27.3** Occasionally a sale of a Fund will need to be adjusted after a trade has been executed. For example, a Fund manager may apply a Dilution Levy to the withdrawal from a fund. This is a re-calculation of the impact of that sale on the overall value of a Fund. Under these conditions, we will contact you to explain any such further Charges being applied.
- 27.4** If a Fund in your Account is small, you should be aware that any Charges relating to the Fund may have a disproportionate effect on the value of the Fund.
- 27.5** For further details of Charges applied by Fund managers, please refer to their literature, and speak to your Financial Adviser.

## Exchange-Traded Asset Charges

- 27.6** Charges may be applied such as Stamp Duty Reserve Tax (SDRT) and the Panel On Takeovers And Mergers (PTM) levy. For further details of Exchange-traded asset Charges please refer to the Exchange-traded asset literature and your Financial Adviser.

## Structured Product Charges

- 27.7** Charges applied by deposit takers are reflected in the interest rate they offer. Where a deposit taker or Structured Product provider agrees for you to withdraw your investment in an Asset prior to its maturity date, they may apply early exit Charges.
- 27.8** Structured Product providers may take an initial charge from the amount invested. They may also apply an ongoing charge.
- 27.9** For further details of Charges applied by deposit takers and Structured Product providers, please refer to their literature, and speak to your Financial Adviser.

## Taking Charges

- 27.10** You must hold a Minimum Cash Balance (see Section 11) in each Wrapper in order to meet Charges.
- 27.11** We will apply Charges (as detailed in the **Ascentric Account Charges schedule**) from the Wrapper in which Assets are held, except:
- » Where the Charges relate to Assets held within an ISA Wrapper, the Charges will be deducted from a GIA providing a GIA exists and has sufficient Cash to cover the Charges;
  - » Where a Reserve Account exists within a Wrapper, Charges will be taken from the Reserve Account, providing there is sufficient Cash. Where there is insufficient Cash all Charges will be taken from the Deposit Account;

» Where the Model Portfolio facility is used inside a GIA and there is no Reserve Account, any ISA Charges will be deducted from the ISA Wrapper, unless the ISA Wrapper contains insufficient Cash. If there is insufficient Cash, the Charges will be deducted from the GIA Deposit Account.

- 27.12** Where the Minimum Cash Balance within a specific Wrapper has not been restored and there are insufficient available Assets to cover Charges due, you will be personally responsible for covering the payment of these Charges. This means you must settle our charges immediately following notification by us of the amount. Where you fail to do so we may cancel, terminate and/or suspend our agreement with you without any liability to you. If we need to take legal action against you for the recovery of our charges then you will be liable for any expenses incurred by us in doing so. This includes any legal fees.
- 27.13** All Ascentric, Financial Adviser and/or third party Charges that we have deducted from your account will be reflected on your Valuation Statement. However, there may be extra charges for services that have been agreed with you about which we are unaware. You should consult your Financial Adviser to understand your full charges and fees.

## 28. Taxation

- 28.1** We do not provide you with any legal, investment or tax advice. Please refer to your Financial Adviser or other suitably qualified professional for advice specific to your individual circumstances.
- 28.2** You will be wholly responsible for managing your tax commitments and paying any additional liabilities. Levels of taxation and tax relief are subject to change.
- 28.3** We are required under UK law to collect certain information about your tax residency. We may be obliged to share this and other account information with HMRC who may transfer this information to the government of another territory where the UK has entered into an agreement with them.
- 28.4** All Ascentric Charges are deemed inclusive of any taxes that may apply. It is your Financial Adviser's responsibility to confirm whether VAT is to be applied on Financial Adviser Charges paid from your Account to them.
- 28.5** Where applicable, we will provide you with a consolidated tax voucher each year, based on our current understanding of current law and regulatory requirements. We will endeavour to do this within 90 days of the previous tax year end. This may assist you with completing your tax return. Please refer to your Financial Adviser for further details and advice.
- 28.6** Should you hold overseas Assets, it remains you or your Financial Adviser's responsibility to ensure that you have the correct tax position for your chosen Assets.
- 28.7** If you invest in US based Assets, it may be possible to obtain a reduced rate of withholding tax on US Income payments. This will be wholly dependent on your personal circumstances and receipt of the appropriate W-8 form.
- 28.8** The collection and accuracy of any required tax documentation remains your responsibility.

**28.9** We will not accept responsibility for not receiving a reduced rate of withholding tax as a result of incorrect or incomplete documentation.

## 29. Ending the agreement with your Financial Adviser/ Discretionary Fund Manager

**29.1** If you change your existing Financial Adviser you must notify us. Any new Financial Adviser appointed by you must sign a separate agreement with us before we allow them to access and manage your Account.

This may involve you completing a new application form with the new firm; your new Financial Adviser will tell you if this is required.

- 29.2** We will classify you as a “Client without a Financial Adviser” where it has come to our attention you no longer have a Financial Adviser who is appropriately authorised to manage your Account. This could be where, for example,
- » Your agreement with your Financial Adviser ends, and you no longer have a Financial Adviser; or
  - » Your agreement with your Financial Adviser ends, and your new Financial Adviser does not have a separate agreement with us to manage Clients on the Wrap; or
  - » The agreement between us and your Financial Adviser has been ended.
- 29.3** Becoming a Client without a Financial Adviser will have the following consequences:
- » We will write to you confirming that you do not have a Financial Adviser, and we will restrict your Account so that you cannot buy any Assets and confirm the options that are available to you;
  - » We will require you to complete an appropriateness questionnaire should you wish to sell an Asset that is defined by the FCA as a “complex investment”. This is to help us determine whether you have the necessary experience and knowledge in order to understand the risks involved in relation to this type of Asset.
  - » We will stop paying Financial Adviser Charges from your Account. You may still be liable to pay the Financial Adviser for any advice you have received and you will need to settle this with them directly;
  - » If you are invested in a Model Portfolio, this will end, and you will remain invested in the Assets that formed your Model Portfolio.
- 29.3A** You will no longer be able to crystallise part or all of your Pension Fund. We will only accept a request for payment of SIPP benefits if a Financial Adviser has provided advice on the suitability of the benefits you have requested. This also applies to any requests for changes to regular SIPP income or single lump sum income payments.

**29.4** Our Wrap is designed to be used by Clients who receive financial advice from a Financial Adviser. Where you sell Assets without the advice of a Financial Adviser, you must take sole responsibility for this action and accept and acknowledge the risks involved in these transactions.

**29.5** It is important that you understand we are not responsible for assessing whether our Wrap, Wrappers, transactions, or Assets are suitable for you.

**29.6** We also, in accordance with Section 15, reserve the right to reject an order.

**29.7** Not used

**29.8** Not used

### Discretionary Fund Managers

**29.9** If a DFM has been appointed to your Account, they will continue to have authority to access and manage relevant Assets in your Account until:

- » Your death;
- » You or your Financial Adviser ends this authority;
- » We end the authority of the DFM, or Financial Adviser to access and manage Accounts on our Wrap;
- » The DFM ends their relationship with us, you, or your Financial Adviser.

**29.10** In the event of a DFM or Financial Adviser no longer being associated with your Account, we will stop paying DFM Charges from your Account to the DFM. You may still be liable to pay the DFM for any service you have received.

## 30. Changes to these Terms and Conditions

- 30.1** We may change these Terms and Conditions, including our charges, from time to time in whole or in part. We can do this for the following reasons:
- » to conform with any legal, regulatory, FCA Rule, Prudential Regulation Authority Rule, HMRC Rule or code or practice requirements or industry guidance;
  - » to reflect any decision or recommendation by a court or the Financial Ombudsman Service;
  - » to allow for the introduction of new or improved systems, methods of operation, services or facilities;
  - » to reflect changes in the cost of providing our services to you, including any direct costs we are required to pay to others;
    - to reflect changes in market conditions;
    - to make them clearer or more favourable to you; or
    - for any other valid reason.
- 30.2** If we change any of these Terms and Conditions (including our charges), we will give you at least 30 days written notice of any change that is to your disadvantage. Otherwise we will give you written notice within 30 days of making the change.

- 30.3** The most up-to date versions of these Terms and Conditions and the Ascentric Account Charges schedule is available on our Wrap website and from your Financial Adviser.
- 30.4** If you are not satisfied with a change, you will be entitled to terminate your Account under these Terms and Conditions and we will not charge you for terminating your Account in these circumstances. However, please note you may still have to pay applicable fees and Charges as outlined in the **Ascentric Account Charges schedule**.
- 30.5** If you do not notify us that you are dissatisfied with any changes to these Terms and Conditions before the end of the notice period, you will be treated as accepting the change.
- 30.6** No change will affect any outstanding order or transaction or any other legal rights or obligations which may have arisen before the date of the change.

## 31. Ending this agreement

### Cancellation

- 31.1** You are able to cancel your Account up to 30 days after you receive our confirmation of its establishment (your "cooling off period"). However, if you have asked us to invest your Cash, you may get back less than you have invested and if there is any gain in the value of your Assets up to the point at which you cancel this gain will not be returned to you.
- 31.2** You may ask us to put your Cash into your Deposit Account for the 30 days of your 'cooling off period', and if you then decide to cancel your Account you will receive back the original amount.
- 31.3** If you cancel your Account within the cooling off period, we will not refund to you any Financial Adviser Charges deducted from your Account on your Financial Adviser's behalf. You will need to negotiate with your Financial Adviser about refunding any of these Financial Adviser Charges. Once you have cancelled you may still be liable to pay your Financial Adviser for any advice received. This may include outstanding Financial Adviser Charges which we have not yet deducted from your Account. It may also include the payment of Financial Adviser charges that you will need to settle with your Financial Adviser directly.
- 31.4** On receipt of written instructions to cancel, we will execute instructions to sell any Assets purchased. We will not return the cancelled amount until it has been cleared.

### If you die

#### Individuals

- 31.5** If you die, we will deal with your GIA as instructed by your personal representatives. They must first prove they have the authority to give us instructions.
- 31.6** Upon receipt of a death certificate, we will no longer allow your Financial Adviser or legal representative(s) to buy, switch, redirect or sell Assets. Your Assets will continue to be exposed to movements in the market and may fall in value as well as rise. Your legal representative(s) will also be unable to take withdrawals or make any payments to your Account.

- 31.7** Wrap Charges will continue to accrue until all Assets or Cash have been paid to your beneficiaries.

### Your Financial Adviser and DFM (where applicable)

- 31.8** Your Financial Adviser will continue to be able to access your Account after your death, until we are otherwise instructed by your legal representative(s). Financial Adviser Charges will continue to accrue on your Account until the end of the calendar month in which we receive an original death certificate. If your legal representative(s) choose to retain the services of your Financial Adviser to manage your Account, they will need to provide us with authority for Financial Adviser Charges to continue past the end of the month in which your death is confirmed.
- 31.9** If a DFM was appointed to your Account, they will no longer have the authority to access and manage relevant Assets in your Account. We will stop any payments of DFM Charges (where applicable). Your legal representative(s) may still be liable to pay your Financial Adviser or DFM for any advice or service you have received.
- 31.10** If your Account is invested in a Model Portfolio, your Financial Adviser will stop your Account from being linked to the Model Portfolio. You will therefore remain invested in these Assets and no further rebalancing of Assets will take place.

## 32. Closing your Account

- 32.1** You may close your Account and end these Terms and Conditions at any time by providing us with written notice. We may close your Account and end these Terms and Conditions immediately if you commit a material breach of these Terms and Conditions. We will write to you to tell you this. This could, for example, include a breach that is detrimental to our reputation. Otherwise, we may close your Account and end these Terms and Conditions by giving you at least 30 days written notice.
- 32.2** Notice will take effect immediately upon receipt of instructions by us or you. Interest on your Cash Account ceases to be earned when the closure of your Account is confirmed.
- 32.3** Closure is subject to the settlement of any outstanding investment order(s), tax liabilities, and Charges. If we do not know how much these amounts will be, we will keep an amount of Cash that we feel is reasonable and appropriate, and any remaining Assets will be transferred out.
- 32.4** Following Settlement we will close your Account and transfer your Assets to you, unless the rules of the Wrapper require us to transfer these Assets to another product provider. The payment to you will normally be by BACS credit to your Nominated Bank Account.
- 32.5** Should any payments (e.g. interest, dividends, tax reclaims) arise after closure, we will pay this to you except for payments received by us of £5 or less which will be written off and paid to charity.

- 32.6** When your Account is closed we will not refund to you any Financial Adviser Charges deducted from your Account on your Financial Adviser's behalf. You will need to negotiate with your Financial Adviser about refunding any of these Financial Adviser Charges.
- 32.7** Once you have closed your Account you may still be liable to pay your Financial Adviser for any advice received. This may include outstanding Financial Adviser Charges which we have not yet deducted from your Account. It may also include the payment of Financial Adviser Charges that you will need to settle with your Financial Adviser directly.

## Dormant Accounts

### Custody assets

- 32.8** If at least 12 years pass and during that period no instructions relating to any safe custody assets is received for your Account, we will begin the process of closing your Account.
- 32.9** We will then write to your Financial Adviser as well as yourself at your last known address informing you that we intend to close your Account. In accordance with the Applicable Law, we will take reasonable steps to contact yourself. If we do not hear from you after reasonable steps have been taken, we will sell the asset at market value and gift it away to our nominated registered charity.

### Client Money

- 32.10** If at least six years pass and during that period there has been no activity on your Account (excluding transactions such as payments or receipts of charges, interest or similar items), we will begin the process of closing your Account.
- 32.11** We will then write to your Financial Adviser as well as yourself at your last known address informing you that we intend to close your Account. In accordance with the Applicable Law, we will take reasonable steps to contact you. If we do not hear from you after reasonable steps have been taken, we will close your Account and gift away the balance to our nominated registered charity. This means that we will cease to treat your Cash as client money and you will lose the protection of your Cash being held in our Client Account.
- 32.12** If at any time in the future you contact us and ask us for payment of Cash Money or the proceeds from the sale of Assets, we will, once we have checked your identity, pay what is due to you.

## 33. Liability

- 33.1** Throughout these Terms and Conditions we have outlined both your own and our liabilities. In this section, we have outlined further relevant clauses in terms of our or your liabilities.

- 33.2** We do not offer advice on investment, legal matters or tax. You should seek such advice from your Financial Adviser. We are not responsible for any loss resulting from advice that the Client receives from its Financial Adviser.
- 33.3** You agree to accept full responsibility for all instructions placed and to release us from any liability for executing instructions which you, your Financial Adviser, or the DFM place using the Wrap. You acknowledge that all instructions made via the Wrap are at your sole risk. You agree that you will be liable for any tax or other Charges arising from any transactions made through your Account.
- 33.4** We reserve the right to take properly incurred Charges and liabilities from your assets on the Wrap. The properly incurred Charges and liabilities include those arising from deals placed with third parties upon your instruction. Where possible, we will declare these Charges clearly in advance of your instruction.
- 33.5** In no event will IFDL be liable to you or anyone else for any event which is outside the reasonable control of the parties (and which does not relate to or arise by reason of fraud, wilful default or negligence of the party seeking to rely on the event) including, without limitation, fire, war or civil unrest, Act of God, revolution, act of terrorism, flood or other adverse weather conditions, pandemic, any strike or industrial action and/or government regulation but excluding any failure to perform by any sub-contractor and/or agent of any party (except to the extent an Event of Force Majeure affects such sub-contractor or agent), any strike or industrial action of any Party's employees and/or any shortage of materials or supplies unless such shortage can be reasonably shown to afflict the entire industry in which the relying party operates for the purposes of these Terms and Conditions.
- 33.6** You will be responsible to us and our Nominee for any liability or loss which we or our Nominee may suffer or incur (including taxes for which you are primarily liable and any expenses reasonably and properly incurred) in the proper course of administering your Account, except to the extent arising from any negligence, wilful default or fraud on the part of ourselves or our Nominee.
- 33.7** We will only accept electronic messages / written instructions in order to avoid possible disputes of instructions. In the absence of such instructions, Ascentric will not accept any liability regarding unexecuted or wrongly executed deals.
- 33.8** Nothing included in the Wrap constitutes an offer or solicitation to sell Assets by anyone in any jurisdiction in which such an offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation.
- 33.9** We maintain professional indemnity and fidelity insurance in respect of our activities.

## 34. Communication

### Usage of our Wrap

- 34.1** The Wrap is available via the Microsoft Internet Explorer web browser. Other browsers (e.g. Firefox, Chrome and Safari) may experience compatibility problems.
- 34.2** We aim to make our Wrap available 24 hours a day but we cannot guarantee that it will always be available. We may restrict and/or change the hours and time of operation of any of the aspects of the Wrap. Where reasonably practicable we will give advance notice of this but this may not always be possible and/or practical for business reasons.
- 34.3** The Wrap may be temporarily unavailable or restricted for routine, administrative, maintenance or other reasons. If this happens we will try to restore availability as soon as possible. You may also be unable to access the Wrap because of the inoperation, inefficiency or unsuitability of your equipment and/or the internet or other telecommunication services.
- 34.4** We do not accept any liability for any loss or damage arising out of or in connection with such service disruption.
- 34.5** You agree not to copy, reproduce or redistribute, in whole or in part, any information or data contained as part of the Wrap except for the purposes of accessing and using the Wrap for your own personal use. Information on the Wrap is subject to copyright with all rights reserved.
- 34.6** You agree not to use the Wrap for any illegal or improper purpose including, without limitation, the transmission of defamatory or obscene material. You shall fully compensate us in respect of any loss suffered by us as a result of any breach of this prohibition by you.
- 34.7** We try to ensure that the information available on the Wrap at any one time is accurate and not misleading. However, the Wrap does contain links to other websites and resources provided by third parties. We are not liable for any loss or damage arising from the use of these websites or inaccuracy, errors or omissions in the information provided by third parties.

### Security

- 34.8** All information passed between the Wrap and Clients or Financial Advisers is encrypted using a secure internet standard.
- 34.9** If you have been provided with online access to our Wrap and your Account, you will be provided with an Account number and User ID. You will be able to choose your own password and PIN when you register.
- 34.10** You will not disclose your Security Details to any other person, including your Financial Adviser.
- 34.11** You instruct us to accept as genuine and duly authorise any instruction placed using your Security Details. Unless you advise us that your Security Details have been compromised any instruction using them will be deemed valid.

### Communication to us

- 34.12** You and your Financial Adviser agree to monitor and manage your Account and report to us immediately any errors you believe exist. For example, instructions not executed, incorrect trades, transfers, valuations or deductions from your Account. We may not be liable for the cost of errors identified by you after 14 days from the original instruction. Please note that, if you have set up access, you will be able to view your Account online. You will also receive half-yearly statements.
- 34.13** You will notify us immediately if there is a material change to your circumstances or status.
- 34.14** You will inform us as soon as possible if there are any other material changes to your circumstances. For example, your contact details or Nominated Bank Account.
- 34.15** Communication will generally be between you and your Financial Adviser who is responsible for instructing us and informing you of any information we may pass to them relating to you.
- 34.16** You may communicate with us in writing, by telephone or by e-mail, using the contact details in the Introduction section of these Terms and Conditions. We may require certain instructions to be given to us through a specific medium.
- 34.17** Except as otherwise provided, notices to us should be sent to our Registered Address. This is: Trimbridge House, Trim Street, Bath, BA1 1HB.
- 34.18** Where appropriate, notices should be signed by you.

### Communication to you

- 34.19** We will send you encrypted emails where there is a need to communicate sensitive information. If you have any problems opening encrypted emails please contact us.
- 34.20** Notices and other communications to you, including any changes to these Terms and Conditions, will be sent to you either by post to the address we have on record for you or by e-mail to your last known e-mail address. They may also be copied to your Financial Adviser. Notices and communications will be sent to all Account holders, except for Consolidated Tax Vouchers which will be sent to the Primary Holder only.
- 34.21** For trustee, corporate, or charity Accounts, notices and other communications will be sent to the latest relevant postal or e-mail correspondence address provided to us. Notices and communications will be sent to all Account holders, except for Consolidated Tax Vouchers which will be sent to the Primary Holder only.

### Statements, valuations and contract notes

- 34.22** You, or your Financial Adviser on your behalf, can check the latest valuation of your Account by logging into the Wrap. We will also provide a Valuation Statement every three months.
- 34.23** Any suspended assets will be valued at the last known price available. However, if you hold a SIPP a lower price may be used for valuations for lifetime allowance test purposes.

- 34.24** We will not be responsible for the pricing of Non Custody Assets. The inclusion of a Non Custody Asset which can be reflected within Valuation Statements are for information purposes only, as the initial cost and sometimes the current value is supplied to us by your Financial Adviser or by providers of relevant TPPAs. We cannot guarantee the validity of these values or the indicated performance.
- 34.25** You are required to check your Valuation Statement and in the event of any queries or concerns to contact your Financial Adviser immediately.
- 34.26** We reserve the right to correct any erroneous records relating to your Account without prior reference to you.
- 34.27** Where applicable, we will provide you with a consolidated tax voucher each year. We will endeavour to do this within 90 days of the previous tax year end. This may assist you with completing your tax return – please refer to your Financial Adviser for advice specific to your individual circumstances.
- 34.28** In addition to tax vouchers and statements we will also provide Contract Notes for each transaction executed for your Account. These will be available online within the Wrap.
- 34.29** You can request additional consolidated tax vouchers, additional statements and written Contract Notes from us.

## 35. Policies

### Privacy Policy

- 35.1** The personal data that you provide to us will be used by us in compliance with our obligations under the Data Protection Act 1998 and (with effect from 25 May 2018) the General Data Protection Regulation (EU Regulation 2016/679), along with applicable legislation amending, supplementing or replacing the General Data Protection Regulation (together, “Applicable Data Protection Law”). Our Privacy Policy – the terms of which are incorporated into these Terms – explains how your personal data will be collected, used and stored by us and will set out further information required to be provided to you under Applicable Data Protection Law. Please see our Privacy Policy (which we will update from time to time) for more information. This is available from your Financial Adviser or on the Platform.

### Conflict of Interest

- 35.2** We apply a **Conflict of Interest Policy** under which conflicts are managed with a view to minimising the risk of detriment to Clients. Our **Conflict of Interest Policy** contains more information. This is available on request

### Complaints Policy

- 35.3** In the event of a complaint, you can write to Customer Services Manager, Trimbridge House, Trim Street, Bath BA1 1HB, by phone on 0345 076 6140, or by email on [customerservices@ascentric.co.uk](mailto:customerservices@ascentric.co.uk). Our full Complaints Policy is available from your Financial Adviser or our website. A hard copy is also available on request.

- 35.4** Our Complaints Policy sets out our commitment to you, outlining the service you can expect when you contact us. It also gives details on our targets in responding to correspondence, together with assurance on the quality of our response.
- 35.5** If your complaint has not reached a satisfactory conclusion, you have the right to refer your complaint to the Financial Ombudsman Service (FOS), by writing to:  
The Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
Telephone: 0800 023 4567 – free for people phoning from a ‘fixed line’ (e.g. a landline at home)  
0300 123 9123 – free for mobile-phone users who pay a monthly charge.  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
A FOS brochure is available on request from us or by visiting [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Anti-Bribery and corruption

- 35.6** We have implemented and will maintain a suitable anti-bribery and corruption policy which covers all aspects of our business.

## 36. Compensation

- 36.1** IFDL is covered by the Financial Services Compensation Scheme (FSCS) in respect of the Wrap and the Accounts within it. If you make a valid claim against us in respect of your investments and we are unable to meet our liabilities in full, you may be entitled to compensation, from the FSCS, of up to £50,000.
- 36.2** Your cash and investments are always held separately from our own accounts and from those with whom we place the investments. As such, any insolvency practitioner should be obliged to return your cash and investment to you as part of the wind down process.
- 36.3** If your investment provider fails financially, as long as you have selected one covered by the FSCS - the fund prospectus will tell you this - your investments should remain covered up to a maximum of £50,000. However, this does not protect you against losses if the market were to fall in value.
- 36.4** The banks we use acknowledge your money is held as client money which is protected in the event of the insolvency of IFDL.

In the event of the insolvency of one of the banks we use, any client money we hold for you is protected under the FSCS up to a maximum of £85,000 for each client and bank with whom client money is held. This limit is applied to banks that are separately authorised and can only be applied once, therefore banks operating under different brands within the same authorisation are covered under the same limitation.

The compensation limit of £85,000 includes any other money held by you in accounts with the authorised banks we use, therefore if you have current or deposit accounts with the same bank these will all count towards the compensation limit of £85,000. Temporary high balances of up to £1 million are protected for a limited period of 6 months from when the amount was first credited to the account or became legally transferable. The FSCS website has further details on the definition of a temporary high balance.

**For further information please visit the FSCS website ([www.fscs.org.uk](http://www.fscs.org.uk)).**

## SECTION B – TERMS AND CONDITIONS SPECIFIC TO THE INDIVIDUAL SAVINGS ACCOUNT (ISA)

The terms and conditions in this section apply to the Stocks and Shares ISA offered by us. Where they are in conflict with other areas then this section will take priority.

### 1. Our ISA Manager services and your responsibilities

- 1.1 We will be the ISA Manager and will administer the ISA in accordance with the ISA Regulations and these ISA Terms and Conditions.
- 1.2 In the case of any inconsistency between these ISA Terms and Conditions and the provisions of the ISA Regulations, the latter shall prevail.
- 1.3 Your appointment of us as the ISA Manager shall take effect on the "Effective Date" being the date on which the ISA Manager receives the duly completed **Ascentric Client Application Form**. You warrant that cheques will be honoured on the first presentation. These ISA Terms and Conditions shall come into force on the Effective Date.
- 1.4 We as an ISA Manager will, in accordance with the Applicable Law, make reclaims, conduct appeals and agree on your behalf, liabilities for and relief from tax in respect of the ISA. You authorise us as ISA Manager to provide HMRC with all applicable details of your ISA.
- 1.5 You will provide us as ISA Manager with all information that we may reasonably require to enable us to carry out our duties as an ISA Manager.
- 1.6 You also undertake to inform us of any changes to the information given in the application or transfer form in respect of the ISA or if any of the declarations contained in the application form in respect of the ISA cease to be true. You will immediately inform us in the event of your ceasing to be eligible to subscribe to or to hold an ISA.
- 1.7 The Annual Platform Charge and ongoing Financial Adviser Charges will be taken from a GIA outside of your ISA. Please note that any Charges related to buying and selling Assets must be taken from the ISA.

- 1.8 Your ISA Account cannot be taken overdrawn. If we need to take Charges from the ISA Account and it does not contain sufficient Cash, we will undertake the procedures for restoring your Minimum Cash Balance as described in the main Terms and Conditions under Section 11 'Your Cash Account – operation and Minimum Cash Balance'.
- 1.9 You must have a valid subscription for the purpose of HMRC ISA Regulations. Should any payment transaction fail, the instruction must be unwound. If you have already invested, all Account transactions will be transferred to a GIA, pending payment.

### 2. ISA Subscriptions

- 2.1 There are two types of subscription that we can accept:
  - » A subscription
  - » An additional permitted subscription

#### Subscriptions

- 2.2 The maximum annual subscription into an ISA is subject to the maximum as outlined in ISA Regulations. This maximum annual subscription amount may be varied in accordance with the ISA regulations as amended from time to time.
- 2.3 To subscribe to a Stocks and Shares ISA you have to be an individual aged 18 or over and be resident in the UK for tax purposes. Crown employees, such as diplomats or members of the armed forces, who are working overseas and paid by the Government are eligible to open an ISA and their spouses or civil partners can also open an ISA.
- 2.4 If you open an ISA in the UK and then go to work/live abroad, you cannot continue adding money into the ISA (unless you are a Crown employee working overseas or the spouse or civil partner of a Crown employee working overseas). Your ISA will remain and on your return, you can start putting money in again (subject to the normal annual limits).
- 2.5 You will be required to make a declaration to IFDL that the information contained in your application for an ISA is correct.
- 2.6 We reserve the right to require proof of status and eligibility for an ISA before accepting any application.
- 2.7 We do not provide or offer access to Cash ISAs through our Wrap. Cash can, however, be held tax-free in your ISA Account.
- 2.8 You have not subscribed and will not subscribe more than the overall annual subscription limit in total to a Cash ISA, a Stocks and Shares ISA, Innovative Finance ISA and a Lifetime ISA in the same tax year.
- 2.9 You have not subscribed and will not subscribe to another Stocks and Shares ISA in the same tax year that you subscribe to this Stocks and Shares ISA.
- 2.10 If you pay a subscription to your ISA by a cheque that fails to clear or a Direct Debit that is subsequently reversed, that subscription will be treated as if it had never been made for the purposes of these Terms and Conditions and the ISA Regulations.

If you had already invested your invalid subscription, we place these dealing orders into a GIA on your behalf, or transfer them to your existing GIA, if you have one. In either scenario, if you're in a deficit cash position, unless the Minimum Cash Balance has been restored within 30 days IFDL will sell Assets from the largest available daily traded holding downwards to cover the deficit.

Where insufficient daily traded holdings are held we will sell from the largest remaining available holding downwards. You will personally be responsible for any additional deficit should the market value of the Assets have fallen and the Minimum Cash balance cannot be restored.

- 2.11** If you pay a subscription to this Stocks and Shares ISA for a future tax year, we will place the monies in a GIA until they can be applied as a subscription on the first Business Day of the future tax year. Until the monies are placed in your Stocks and Shares ISA they will not be treated as ISA benefits, and income tax at 20% will be deducted from any interest paid on these monies whilst held in the GIA.

#### Additional Permitted Subscriptions

- 2.12** If you are over 18 and the surviving spouse of a deceased ISA holder who died on or after 3rd December 2014, you can pay in additional subscriptions on top of the annual subscription limit provided you have not transferred these rights to another ISA manager. You can pay in additional permitted subscriptions as a single lump sum or a series of lump sums. The amount you can pay as an additional subscription is the higher of:

- » the value of the deceased's ISA at the date of their death; or
- » the value of the deceased's ISA at the date of:
  1. the completion of the administration of the deceased's estate; or
  2. the closure of the account; or
  3. the 3rd anniversary of the death of the ISA holder; whichever is earliest.

This limit applies to the surviving spouse of a deceased ISA holder who died on or after 6 April 2018. If you pay an additional subscription based on the value of the deceased's ISA at the date of their death, you cannot then opt to use any higher value calculated at any other time.

If a deceased ISA holder died on or before 5 April 2018, the value of the additional subscription is the value of the deceased's ISA at the date of their death

- 2.13** You can pay in additional permitted subscriptions provided:
- » You were living together at the date of the deceased ISA holder's death.
  - » Any cash subscription is paid within 3 years of the date of the deceased ISA holder's death, or if later 180 days of the administration of the estate being completed.

- 2.14** Additional permitted subscriptions do not count towards the subscription limit and are treated as previous year ISA subscriptions for all purposes.

- 2.15** We will accept the transfer of additional permitted subscription rights from other ISA managers.

### 3. Custody of ISA Assets

- 3.1** ISA Assets will be, and must remain in, the beneficial ownership of you as the investor, and must not be used as a security for a loan.

### 4. Annual Report and Accounts, Company Meetings, Communications and Voting

- 4.1** We will not normally forward you copies of annual reports and accounts, scheme particulars or meeting and voting information issued by the Qualifying Investment providers or managers, unless otherwise agreed with you.
- 4.2** We will not exercise any voting rights attached to your ISA Assets, unless we have agreed this with you.

### 5. Normal Tax treatment of ISA Assets

- 5.1** No tax is payable on any Income received and any gain arising on investments.
- 5.2** Where income tax has been deducted from any UK income, we will reclaim tax from HMRC on your behalf where appropriate. The tax reclaims will be paid back to your Account.
- 5.3** You may be required to pay tax on any income or gains on Assets in your ISA if it becomes void or in need of repair.

### 6. Transfers to your ISA Wrapper

- 6.1** We will accept the transfer of Cash, or acceptable Assets into your ISA Account from an ISA held by another ISA Manager. Transfers will be free of charge. However, we would advise that there may be a Charge levied by the existing ISA Manager, please contact them directly for more information.
- 6.2** We reserve the right to refuse to accept any Asset which we judge as not qualifying for an ISA under the ISA Regulations.
- 6.3** You may transfer in either a Stocks and Shares or a Cash ISA into our Stocks and Shares ISA. You may transfer some or all of any previous tax year subscriptions, however any current tax year subscriptions must be transferred in full.

### 7. Transfers from your ISA Wrapper

- 7.1** You have the right to transfer your ISA at anytime to another Stocks and Shares or Cash ISA Manager. On receipt of a written request from you and within the time stipulated by you, but not less than within 30 days, all of your ISA shall be transferred to another ISA Manager in accordance with ISA regulations relating to transfers.
- 7.2** We do not offer partial transfers out. Assets within an ISA Account must be transferred out in full.
- 7.3** You can transfer between Cash and Stocks and Shares ISAs as many times as you wish and any cash held in an Innovative Finance ISA.

## 8. Death

- 8.1** If you die, we will deal with your ISA as instructed by your personal representatives. They must first prove they have authority to give us this instruction.
- 8.2** Your personal representatives can ask us to sell the ISA Assets and pay the proceeds to them in cash, or to transfer the ISA Assets to them.
- 8.3** Any interest, dividends or gains will continue to be exempt from tax until the earlier of:
1. the completion of the administration of the deceased's estate; or
  2. the closure of the account; or
  3. the 3rd anniversary of the death of the ISA holder.

## 9. Termination by us

- 9.1** Subject to the the Applicable Law, we may terminate our role as the ISA Manager at any time by giving you written notice. At least 30 days notice will be given and shall be without prejudice to the completion of orders already initiated.
- 9.2** We will notify you if by reason of any failure to satisfy the provisions of the the Applicable Law, the ISA has or will become void. As soon as practicable thereafter, we will provide your options available i.e. to transfer the Assets to your name, retain your Assets within a GIA Account or redeem your Assets and issue the sale proceeds accordingly.
- 9.3** If any tax or other liabilities are due in Section 9.1 or 9.2, we will deduct any applicable amounts from your ISA.

## 10. Cancellation Rights

- 10.1** If you open an ISA, or if you subsequently make an ISA transfer to us, we will send you confirmation that we have accepted your application or the payment and you will have 30 days from the date of our letter in which to change your mind and cancel. However, if you have asked us to invest your Cash, you may get back less than you have invested.
- 10.2** You may ask us to put your cash into your ISA Deposit Account for the 30 days of your 'cooling off period', and if you then decide to cancel your ISA, you will receive back the original amount.
- 10.3** If you cancel your policy you will need to negotiate with your Financial Adviser about refunding any of their charges. Our default action will be to pay Financial Adviser Charges unless instructed otherwise.

## 11. Withdrawals, Assignment and Termination by you

- 11.1** We can delegate any of our functions or responsibilities as an ISA Manager provided that it is to a Person whom we are satisfied is competent and authorised to perform those functions or responsibilities.
- 11.2** You have the right to close your ISA at anytime. On receipt of written instructions from you and within the time stipulated by you, all or part of the Assets held in the ISA and proceeds arising from those Assets shall be transferred or paid out to you.

## 12. Bankruptcy of an ISA Investor

- 12.1** If we are notified under the Insolvency Act that you have been declared bankrupt we are required by HMRC to close your ISA. The date of closure will take effect from the date on which the Trustee's appointment takes effect, or, in the case of the Official Receiver, the date on which they become Trustee.
- 12.2** Any interest or tax credits received after the appointment date will be returned to HMRC. All Assets will be held pending further instructions from the Trustee or Official Receiver.

## 13. Void, Invalid or Repairable ISAs

- 13.1** We will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, your ISA has, or will become void.
- 13.2** If an ISA becomes void, we will transfer any applicable Assets into a GIA Account. We will deduct and return to HMRC sufficient Cash to cover any tax liability incurred in voiding the ISA Account.
- 13.3** In some instances HMRC may inform us to repair an ISA in whole, or in part. We will deduct and return to HMRC sufficient Cash to cover any tax liability incurred in repairing the ISA Account. We may also be required to transfer applicable Assets into your GIA Account.
- 13.4** Where insufficient Cash is available we will sell sufficient Assets, from the largest available daily traded holding downwards without notice, in order to pay HMRC any tax liability incurred. Where insufficient daily traded holdings are held we will sell from the largest remaining available holding downwards.
- 13.5** We will write to HMRC where you have insufficient Assets to cover any tax liability due to them. We will also write to you to in all instances to tell you what action we have taken to repair or void your ISA.

## 14. Variation to Section B

- 14.1** We reserve the right to change any of the terms in this Section B, in accordance with the reasons stated in Section A 30 Changes to these Terms and Conditions.

## SECTION C – TERMS AND CONDITIONS SPECIFIC TO THE THIRD PARTY PRODUCT ACCOUNT (TPPA)

The Terms and Conditions in this section apply to TPPAs. Where they are in conflict with other areas then this section will take priority.

### 1. General

- 1.1 A TPPA is a type of Wrapper that a third party product provider has asked us to set up for them.

This type of Wrapper allows you to use some or all of the monies you have with that third party product provider and invest these monies in Assets in an Account with us.

- 1.2 The types of third party product products that we may provide a Wrapper for include onshore bond, offshore bond and pension products. Your Financial Adviser will be able to provide you with details of the third party products we make available for the Wrap and the applicable product terms and conditions, charges and key features documents.
- 1.3 You can request a TPPA is opened, but the opening of this type of Wrapper is subject to the agreement of the applicable third party product provider, as the third party product provider is the owner of the product.

### 2. Transfers to your TPPA

- 2.1 We can only accept cash and transfers of investments from your existing third party product, unless the applicable third party product provider agrees otherwise.

### 3. Transfers from your TPPA

- 3.1 We can only transfer Cash and Assets out of your TPPA if the applicable third party product provider instructs us accordingly.

### 4. Withdrawals, Assignment and Termination

- 4.1 We will only pay withdrawals from, assign Cash and/or Assets, or close, a TPPA if the applicable third party product provider agrees.

### 5. Variation to Section C

- 5.1 We reserve the right to change any of the terms in this Section C, in accordance with the reasons stated in Section A 30 Changes to these Terms and Conditions.

## SECTION D – TERMS AND CONDITIONS SPECIFIC TO THE ASCENTRIC PENSION ACCOUNT (SIPP)

### 1. General

- 1.1 The Terms and Conditions in this Section D apply to the SIPP. They form a legally binding agreement between you and us, together with:
- » your signed **Ascentric Pension Account (SIPP) Application Form**
  - » the Terms and Conditions in Section A;
  - » the **Ascentric Account Charges schedule**;
  - » any subsequent documents we send to you confirming changes to the above documents.
- 1.2 If any of the terms of Section A conflict with any term in Section D, Section D takes priority.
- 1.3 In addition to the documents that form the legally binding agreement, the following documents provide important information: **Ascentric Pension Account (SIPP) Key Features**, personalised illustrations and the annual valuation packs that we send you.

### 2. Scheme Details

- 2.1 Your SIPP is provided under the Scheme, which is a personal pension scheme registered with HMRC under tax reference 00738053RX. The Scheme is established under trust and is governed by a trust deed and rules (the "Rules"). We are responsible for operating and administering the Scheme. We impose conditions and restrictions on how your SIPP operates under the Scheme, which are set out in the legally binding agreement described under the heading "General" above. If any of the terms of the legally binding agreement conflict with any Rule, the Rules take priority. Your Financial Adviser can provide you with a copy of the Rules.
- 2.2 A trustee is appointed for the Scheme. It owns the Cash and Assets within your SIPP, holding them for your benefit under the Rules. The trustee appoints us to have custody of the Cash and Assets. We explain our custody arrangements in Sections 9 and 13 of Section A.
- 2.3 We do not provide or offer financial, legal or tax advice. You should seek your own financial, legal or tax advice from a Financial Adviser or another suitably qualified professional.

### 3. SIPP Eligibility

#### Contributions

- 3.1** To open a SIPP with us and make contributions you have to be aged 18 or over and a relevant UK individual. A relevant UK individual is a person who:
- » has relevant UK earnings chargeable to income tax for that tax year; or
  - » is resident in the UK at some time during that tax year; or
  - » was resident in the UK at some time during the 5 tax years immediately before the tax year in question and also resident in the UK at the time of joining the Scheme; or
  - » has, or is the spouse of a person who has, for that tax year general earnings from overseas Crown employment subject to UK tax.
- 3.2** If you cease to be a relevant UK individual, you cannot make contributions to the SIPP.

#### Transfers

- 3.3** To open a SIPP with us and make a pension transfer you must be aged 18 or over and have benefits in a UK registered pension scheme to transfer.

#### US Person

- 3.4** You are not eligible to make contributions or transfers to the SIPP if you are a US Person.

### 4. Start date of your SIPP

#### Application Acceptance

- 4.1** These terms in this Section D come into force when we accept your application and you place Cash or transfer Assets into the SIPP. We confirm to you and your Financial Adviser in writing that your application is accepted and that your SIPP is open.
- 4.2** We can decline a SIPP application at our discretion and without giving you any reason for doing so.

### 5. Cancellation Rights

#### Opening your SIPP

- 5.1** You can cancel your SIPP up to 30 days from the date of our acceptance letter or e-mail. During this time you can invest any money paid into the SIPP, but if you cancel your SIPP you may get back less than you paid in as we return the money to the originator less (i) any fall in the market value of any Cash placed in Assets and (ii) any amounts paid to your Financial Adviser as Financial Adviser Charges.

#### Transfers

- 5.2** You can cancel any transfer received into your SIPP up to 30 days from the date of receipt. During this time you can invest any pension transfer money, but if you cancel, the pension transfer will be returned to the previous scheme (if it will accept the return of the money), or an alternative pension scheme of your choosing (provided this meets HMRC rules).

Any money returned will be less (i) any fall in the market value of any investments made and (ii) any amounts paid to your Financial Adviser as Financial Adviser Charges.

#### Retirement Benefits

- 5.3** You can cancel your first election to take benefits from your SIPP up to 30 days from the date we confirm to you that your benefits are set up for payment. If you elect to cancel, you must return any lump sum and/or income to us when you notify us of your cancellation.
- 5.4** Your right to cancel only applies the first time you elect to take pension benefits, and not to subsequent elections.

#### How to exercise your right to cancel

- 5.5** If you wish to exercise your right to change your mind, please contact us in writing. You are able to use any form we have provided for this purpose, or write a letter quoting your name and your Client number to the SIPP team at our correspondence address.

### 6. Paying into your SIPP

#### Contributions

- 6.1** There is no minimum lump sum contribution amount. If you wish to make regular contributions the minimum regular contribution amount is £100 (net).
- 6.2** We can receive contributions from you, or from someone else on your behalf (e.g. from a spouse, partner, parent, grandparent etc) or from your employer. We do not accept contributions once you have reached age 75.
- 6.3** You can make contributions up to 100% of your relevant UK earnings (as defined in the Applicable Law) in each tax year or, if greater, £3,600. If you have not paid in your full contribution allowance from the three previous tax years, you can also pay in any unused pension contributions from these tax years. The 'Tax Relief on Contributions' section below sets out further details. You are responsible for ensuring that all contributions are within allowable limits for tax relief.
- 6.4** Contributions can be made by cheque or electronic bank transfer. Personal contributions made by you can also be paid by Direct Debit instruction. We do not accept contributions by transfer of Assets.
- 6.5** A contribution can only be accepted if the payment is from a UK bank account in the name of the person or firm making the contribution or your Financial Adviser's client account if your Financial Adviser is authorised to hold client money by the FCA.
- 6.6** You can stop and start your contributions at any time without penalty. Administration charges, as set out in the **Ascentric Account Charges schedule**, continue to apply whether you are contributing or not.
- 6.7** If you are an Eligible Jobholder, there is a minimum level of contributions which must be paid to your SIPP. Your employer (if they are using the Scheme for automatic enrolment purposes and have told us this) will need to pay at least some of these minimum contributions.

If your employer does not pay all of these minimum contributions you agree to pay the difference. This is a requirement of the automatic enrolment regulations. For reference, you will be an Eligible Jobholder if you satisfy certain age, earnings and employment status requirements. Your employer will be able to provide further details.

- 6.8** We can refund a contribution in the following circumstances, where a contribution:
- » was paid in genuine error (as defined by HMRC) and was not intended to be paid,
  - » was an employer contribution that should have ceased on the termination of employment and has been paid in error,
  - » was a member or third party contribution where the member does not have sufficient earnings to attract tax relief on the contribution made.

### Pension Input Period

- 6.9** Your pension input period is a period of time, in terms of HMRC rules, that is used to measure the amount of contributions paid.
- 6.10** Your pension input period starts on the day that we accept your first cash contribution and ends on the following 5 April.
- 6.11** Special tax rules apply to pension input periods open during the 2015/2016 tax year and you should speak to your Financial Adviser if you need further guidance about these rules.

### Tax Relief on Contributions

- 6.12** If you are a UK resident, you get tax relief on personal contributions of the higher of £3,600 and 100% of your relevant UK earnings (as defined in Applicable Law). Examples of relevant UK earnings include employment income such as salary, wages and bonus or income derived from a trade, profession or vocation which is chargeable to tax.
- 6.13** Tax relief is granted on personal contributions at your highest marginal rate. We credit your SIPP with a Cash amount equal to basic rate tax relief (currently 20%) once your contribution has been accepted and then reclaim this basic rate income tax amount from HMRC. For example, if you earn £20,000 and pay in £16,000 to your SIPP, we will credit your Account with £4,000 of basic rate tax relief. From 6 April 2018, if you are classed as a Scottish resident by HMRC, the tax relief that will be applied to your SIPP will be at the rate set by the Scottish Parliament.
- 6.14** If you are entitled to higher rate relief, you should make a claim for this through your self assessment tax return.
- 6.15** If, in a tax year, your total pension contributions exceed the maximum amount that can receive tax relief, the amount of excess contributions can be repaid to you and the excess tax relief already received from HMRC must be returned. If there is insufficient Cash in your SIPP for this to be returned within the timescale specified by HMRC, we can sell Assets within your SIPP to cover the amount due. We do not accept responsibility for any interest levied by HMRC on a refund of overpaid tax relief.

- 6.16** You can request a refund of excess contributions at any time before the end of the sixth tax year following the tax year in which they were made. The maximum refund available will be the value of the excess contribution(s). A refund might be delayed if there is insufficient Cash in your SIPP.
- 6.17** The annual allowance, as defined by HMRC, limits the amount of tax privileges available on pension savings in a tax year. If the total amount of pension savings made by (or for you) to any pension scheme exceeds the annual allowance, there might be a tax charge on you. The annual allowance is normally £40,000 for tax year 2015/16 onwards.
- 6.18** Carry forward tax relief on unused pension contributions is allowed from the previous three tax years when your current tax year annual allowance has been used up, provided you were a member of a registered pension scheme during those years and you have relevant UK earnings to make any additional contributions above the annual allowance.
- 6.19** If you have an income greater than £150,000 in a tax year from 6 April 2016 you will have your annual allowance restricted and should speak to your Financial Adviser if you need further guidance about these rules.
- 6.20** However if you go into flexi-access drawdown and take an income, or receive an uncrystallised funds pension lump sum, or your capped drawdown fund is converted to a flexi-access drawdown fund, or you receive a stand-alone lump sum and are entitled to primary protection with a greater than £375,000 protected tax free lump sum your annual allowance for all your money purchase (defined contribution) pension savings will be £4,000 from tax year 2017/18 onwards. This is known as the money purchase annual allowance.
- 6.21** The rules that apply to the money purchase annual allowance depend on whether you pay in more or less than £4,000 to your money purchase pension savings in any pension input period:
- (a) If you pay in more than £4,000 to your money purchase pension(s) you will be subject to a tax charge on any amount you pay over £4,000 and the annual allowance for any defined benefit pension savings is reduced to £30,000 for tax year 2017/18 onwards.
  - (b) If you pay in less than £4,000 to your money purchase pension(s), your total annual allowance for all your pension savings will be £40,000 for tax year 2017/18 onwards.
- 6.22** Where your money purchase annual allowance is £4,000 you will not be able to carry forward tax relief on any unused money purchase pension savings from the previous three tax years.
- 6.23** You are responsible for notifying your local Inspector of Taxes if the annual allowance/money purchase annual allowance is exceeded.
- 6.24** There is no test against the annual allowance in the year that you die, or if your pension entitlement is paid as a severe ill health lump sum.

- 6.25** Contributions paid by your employer are paid without deduction of tax and will not attract any tax relief into your SIPP. For your employer, this type of contribution will be a business expense. Any member contributions made by your employer will be classed as net member contributions, with tax relief applied in the same way as to contributions received directly from members or third parties.
- 6.26** Your SIPP grows free of capital gains and income tax.
- 6.27** The law governing tax relief for pensions might change in the future.

### Transfers into your SIPP

- 6.28** Your SIPP can, subject to our agreement, accept transfers from other HMRC registered pension schemes. We will only accept a transfer of safeguarded rights if you have received advice from a suitably qualified and authorised Financial Adviser. We will not accept a transfer if your authorised Financial Adviser has advised that it would not be suitable for your personal circumstances.
- 6.29** The SIPP can accept both transfers in Cash and/or In Specie of approved Assets. We can decline an In Specie transfer if any of the Assets to be transferred are not acceptable to us. This would be limited to Assets we are unable to hold in the Wrap. We will inform you if this is the case. The 'Permitted Assets' section below has more details on the Assets we allow.
- 6.30** A separate Arrangement will be set up for each separate transfer received.
- 6.31** If more than one transfer is requested at the same time, and you wish to go straight into drawdown pension we usually will wait until all the transfers have been received before starting to calculate the pension benefits you are entitled to. This means your lump sum entitlement and income withdrawals, where requested and allowed, will normally be taken proportionately from all the amounts received.
- 6.32** We can only proceed with the payment of benefits from a pension transfer when full details of any benefits previously drawn are received from your previous pension provider. Failure to provide this information may lead to a delay in the payment of benefits.

### Transfers of amounts in Drawdown Pension

- 6.33** If you already have drawdown pension under another registered pension scheme, you can, subject to any HMRC requirements, transfer the value to your SIPP. The transfer will be included in your SIPP as crystallised benefits.
- 6.34** We rely on information about any benefits already taken, provided by your previous pension provider, and will not be liable for any tax charges that result from incorrect information provided. Failure to provide this information at the time any cash or Assets are transferred may lead to a delay in any benefits being paid by us, for which we will not be held liable.

## 7. Cash Balances

- 7.1** When you set up a SIPP, your Cash is held in our Client Account designated as a client money trust account as defined by the the Applicable Law. All Client Account money is segregated from money belonging to us. Money from more than one individual's SIPP will be held in this bank account, but each individual's money will be separately identified and recorded.
- 7.2** We perform all of our core business in sterling. We will not pay interest on non-sterling balances if those are held.
- 7.3** Your SIPP Account cannot be overdrawn.

### Bank Interest

- 7.4** Interest on cleared balances on deposit will be paid in accordance with the FCA client money regulations at the prevailing rate. Interest on cash deposits held in the SIPP will be paid gross.

### Minimum Cash Balances

- 7.5** You are required to maintain the minimum amount of Cash in your SIPP Account as set out in Section A11 'Your Cash Account – Operation and Minimum Cash Balance', unless the income withdrawals from your SIPP exceed £1,000. In this case, you should maintain sufficient Cash in your SIPP to pay any Charges (including Financial Adviser Charges) and your income withdrawals.
- 7.6** Insufficient Cash in the SIPP could result in delays to payments through drawdown pension. It is your responsibility together with your Financial Adviser to ensure that sufficient Cash is held in your SIPP Account whenever a payment is due, and this includes provision of income payments to you.
- 7.7** If insufficient Cash is available, we will sell sufficient Assets to meet the forecast requirements for the following 3 months in accordance with the process set out in Section A11 'Your Cash Account – Operation and Minimum Cash Balance'.

### Protection of Cash and Assets

- 7.8** Your Cash and Assets are always held separately from our account and from those with whom we place the Assets. Section A9 'Your Cash Account – ownership and custody' and '37. Compensation' sets out what will happen in the event we, a deposit taker, or Fund Manager fail financially and how these are covered by the FSCS.

## 8. Permitted Assets

- 8.1** The range of Assets in which your SIPP can invest and any restriction we impose are listed on our Wrap. We determine the range of permitted Assets and any restrictions following consideration of FCA requirements, HMRC's rules, legislation and our administrative requirements.

- 8.2** We can change the list of permitted Assets and Asset restrictions for the following valid reasons:
- » Changes in HMRC rules;
  - » Changes in pensions or other relevant legislation;
  - » Changes in the regulatory regime governing pensions and; Assets or reporting requirements;
  - » Changes in Asset markets;
  - » Changes in how our business operates.
- 8.3** Any changes must be made in accordance with the Variation to these Terms and Conditions clause in Section A.
- 8.4** Apart from the pooled trust bank account described in Section A9 'Your Cash Account – ownership and custody', there is currently no facility for you to have an additional or alternative cash deposit account within the Wrap.

## 9. Asset Choice

- 9.1** You are responsible for agreeing and directing the investment strategy of your SIPP, subject to any restrictions on Assets as set out above. You should discuss the investment strategy with your Financial Adviser on a regular basis. Assets must be bought and sold by using the Wrap only. You, your Financial Adviser or your DFM (if one is appointed) must give any investment instructions in accordance with the relevant terms in Section A.
- 9.2** Your Asset is purchased and held in the name of our Nominee, as set out in the relevant terms in Section A.
- 9.3** The money in your SIPP remains in Cash until you provide us with investment instructions.
- 9.4** The value of your SIPP for retirement benefits purposes will be dependent on the value of your Cash and Assets when they are sold. There is no guaranteed amount. The amount you get will depend on the following factors:
- » How much you invest;
  - » The performance of your Assets;
  - » Any Charges;
  - » The terms and conditions of your Asset.
- 9.5** We do not provide investment or pensions advice, nor act as investments manager. We do not accept liability for:
- » The performance or choice of Assets;
  - » For your choice of Asset manager;
  - » For any loss occasioned by your Financial Adviser, Asset manager or any other person or firm that is responsible for any investment management.
- 9.6** We do not accept any liability for any tax charges if you invest in Assets which are deemed to be taxable property by HMRC. If any tax charges are liable to be paid by your SIPP or us as a result of the taxable property investment, we deduct the amount(s) due from your SIPP and pay this to HMRC.

## 10. Retirement Benefits

### Retirement Options

- 10.1** If you are aged 55 or over, you can crystallise your Pension Fund in stages or all at once, subject to HMRC rules.
- 10.2** Each amount to be crystallised can be used to provide you with:
- » An uncrystallised funds pension lump sum from the SIPP; or
  - » A lump sum and/or income as drawdown from the SIPP; or
  - » An annuity from a UK insurance company.
- 10.3** An annuity for life may be purchased at any time with any part of your SIPP paying you an income.
- 10.4** You can start crystallising your Pension Fund before age 55 if:
- » You are in ill-health and certain conditions set by HMRC are met or
  - » You have a protected pension age, which is a right to a special early normal retirement age under HMRC rules that applied before 6 April 2006.
- 10.5** If you suffer from serious ill-health and certain conditions set by HMRC are met, then you may be entitled to receive your entire Pension Fund as a lump sum.
- 10.6** To crystallise part or all of your Pension Fund, you should contact your Financial Adviser. We will only accept a request for payment of SIPP benefits if your Financial Adviser has provided advice on the suitability of the benefits you have requested. This also applies to any requests for changes to regular SIPP income or single lump sum income payments.

### Uncrystallised Funds Pension Lump Sum

- 10.7** When you choose to take benefits from your pension you can elect to receive part or all of your uncrystallised Pension Fund as an uncrystallised funds pension lump sum if you are eligible to do so. Any lump sum of this type will reduce the amount available to provide you with a retirement income from your SIPP.
- 10.8** Normally 25% of this lump sum amount is tax free, with the remainder of the lump sum taxable as pension income at your marginal rate, provided you have more lifetime allowance remaining than the amount of the lump sum.
- If you are under age 75:
- » Any lump sum paid in excess of your lifetime allowance will have a tax charge of 55% levied and be paid to HMRC directly by us.
- If you are aged 75 or over:
- » Any lump sum paid in excess of your lifetime allowance will be taxable as pension income at your marginal rate.

## Drawdown

### Lump Sum

- 10.9** If you choose to take drawdown from your SIPP and crystallise your benefits you can elect to receive part of your Pension Fund as a lump sum that is normally tax free. This will reduce the amount available to provide retirement income from your SIPP.
- 10.10** The maximum lump sum is generally 25% of the Pension Fund value being crystallised. This amount may be larger if you have protection from the lifetime allowance charge, for example an enhanced lifetime allowance for protection of benefits earned before 6th April 2006.
- 10.11** Where crystallising benefits within your personal lifetime allowance the lump sum is generally paid tax free. If the crystallisation breaches the personal lifetime allowance, HMRC allows you the option of having any excess paid as income. Any part of the Pension Fund used to fund an income will be subject to a tax charge of 25% and paid to HMRC directly by us.  
If you are under age 75, HMRC allows you the option of taking the excess as an income, a lump sum or part income and part lump sum, subject to the relevant tax charge. A tax charge of 55% will be levied on the excess as a lump sum and paid to HMRC directly by us.

### Income

- 10.12** There are 2 types of income you can take from your SIPP as drawdown, either flexi-access drawdown or capped drawdown.

### Flexi-Access Drawdown

- 10.13** If you choose to take income withdrawals as flexi-access drawdown there is no limit on the amount of drawdown pension you can take if you choose this option. You can draw any amount over whatever period you choose. There will be no reviews of your income levels undertaken by us.
- 10.14** Any income you receive will be taxed at your marginal rate of tax.

### Capped Drawdown

- 10.15** If you have an existing capped drawdown fund on 5th April 2014, you can continue to take income withdrawals as capped drawdown after this date. Provided you have uncrystallised funds available in your SIPP after this date, you can also add additional pension monies to this capped drawdown fund.
- 10.16** With this income option, you can take income withdrawals within certain limits set by HMRC. Within these limits you can choose how much income you receive and change the amount you get each year. These limits will be calculated by us. There is no requirement to draw any income.
- 10.17** Any income you receive will be taxed at your marginal rate of tax.

- 10.18** The maximum income limit that you can receive will then be re-calculated by us every three years. If you are aged 75 or over the maximum income limit will be re-calculated by us every year. If necessary after the review, the amount of income you receive may need to be reduced to ensure the new maximum income limit is not breached. Any review can be carried out on a pre-arranged future date within a 60 day period before the review date, although any income limit change will take effect from the drawdown anniversary. You can elect for any such day by giving us 5 Business days written notice. Undertaking this calculation early will not affect the timing of any subsequent review.
- 10.19** The maximum income limit will be recalculated earlier:
- » On any anniversary date if you request this and we can agree to this. You should refer to your Financial Adviser before requesting this, as a review can result in a reduction in the maximum amount of income you can draw.
  - » If any part of your drawdown fund is used to buy an annuity or reduced due to a pension sharing order. The new maximum amount of income you can draw will take effect from the next drawdown anniversary.
  - » If you add additional pension monies to this capped drawdown fund.
- 10.20** If at any time you increase your income amount above the maximum income level available to you, your capped drawdown will automatically be changed to flexi-access drawdown.
- 10.21** At any time you can also request your capped drawdown fund is converted to flexi-access drawdown. If you convert all your capped drawdown fund, you will not be able to take any further capped drawdown income from your SIPP in the future.

### Buying an Annuity

- 10.22** You can choose to purchase an annuity for life from an UK insurance company at any time from the age of 55. If you want to buy an annuity, you must provide us with your written authority to proceed. If you select this option for uncrystallised Cash, the lump sum will normally be paid by us, before transfer of the uncrystallised Cash you want to use to buy an annuity.
- 10.23** You will then cease to be a member of the SIPP in respect of the Pension Fund used to buy the annuity.

### Payment of Lump Sum and/or Income

#### Lump Sum

- 10.24** You are responsible for ensuring there is sufficient Cash available in your SIPP five business days in advance of the date we are due to pay any lump sum to you.

#### Income

- 10.25** You can choose to receive your income monthly, quarterly, half yearly or annually and for it to be paid on either the 1st or 15th of the month. If the 1st or 15th of the month is not a business day you will receive your income on the previous business day.

- 10.26** When we receive your application form and all the required information to process your request it usually takes up to 10 Business Days for us to set up your income. If we are unable to meet the income payment date you have requested, we will contact your Financial Adviser for further instructions.
- 10.27** You are responsible for ensuring there is sufficient Cash available in your SIPP five Business Days in advance of the income payment date in order for us to pay any income you require.
- 10.28** If you elect to alter the amount or frequency of your income, you must notify us in writing. It usually takes up to three Business Days for us to make any alterations to your income. Any change in regular income payments will usually be effective from the next available payroll in the month following the one in which you make the election or from the payroll in the next period if your payment periods are longer than a month (unless we agree otherwise with you).
- 10.29** Provided you have cleared funds in your SIPP, your income payments will be paid (after we have deducted income tax under the PAYE system) in Sterling to your Nominated Bank Account as recorded in our records. This must be a bank account in your own name or one in which you are a joint account holder. It is your responsibility to keep us informed of any changes in your bank account details. We will require three Business Days to make any changes you notify us of.

#### **Lifetime Allowance**

- 10.30** When crystallising any new tranche of benefits in your SIPP, for income or lump sum payment, or when you reach age 75 and have not yet elected to take any benefits from your SIPP the value of the benefit being taken will be tested against your personal Lifetime Allowance, and the proportion of that allowance being used will be calculated by us. The lifetime allowance is set by HMRC and limits the amount of tax privileged pension savings you can accumulate without incurring a tax charge.
- 10.31** If the amount you take as benefits, or the amount we test against your personal lifetime allowance at age 75, calculated together with all such amounts taken by you in the past exceeds your personal lifetime allowance, a tax charge will arise, which will be deducted by us and paid to HMRC. We will deduct the tax charge from your SIPP and pay it to HMRC.

#### **Serious Ill Health**

- 10.32** If you are under the age of 75 and we receive evidence that satisfies legislative requirements from a registered medical practitioner that you are expected to live for less than one year you may have the option of taking a lump sum from your uncrystallised SIPP funds,
- 10.33** Provided you have available lifetime allowance and meet any other conditions set by HMRC at that time.

## **11. In the Event of your Death**

### **Expression of Wish**

- 11.1** We have the discretion to decide who should receive benefits on your death. We will take into account your wishes/nominations but, regulations permitting, will not be bound by them.
- 11.2** If a trust has been established with your SIPP named as an asset of that trust, we must pay any lump sum to the trustee(s) of that trust. You should ensure that a copy of any such trust is sent to us as soon as the trust is established.
- 11.3** If you have not established such a trust, we will pay benefits to one or more beneficiaries (as defined in the Rules) and in such proportions as we, as Scheme administrator, in our absolute discretion decide.
- 11.4** You should refer to your Financial Adviser to further discuss the options available to you.

### **Notification of Death**

- 11.5** In the event of your death your legal representative(s) should inform us as soon as reasonably possible and provide us with an original death certificate and a certified copy of your will.
- 11.6** Upon receipt of written notification of your death from your legal representative(s) that is acceptable to us, we will determine who is entitled to receive death benefits and notify the beneficiaries of the options available. Any Assets that form part of your SIPP will remain invested until we are instructed to sell the Assets.
- 11.7** Until benefits are paid, Charges (as described in the **Ascentric Account Charges schedule**) except for Financial Adviser Charges will continue to apply to your SIPP Wrapper.

### **Beneficiary Options**

- 11.8** The age you die at determines the benefits available to your beneficiaries.

#### **If you die below age 75**

- » A beneficiary can receive a lump sum tax free up to the lifetime allowance or a drawdown pension tax free.

#### **If you die age 75 or over**

##### **Beneficiary is an individual**

- » An individual who is a beneficiary can receive a lump sum or drawdown pension taxed at their marginal rate of tax.

##### **Beneficiary is not an individual**

- » A company or trust which is a beneficiary can receive a lump sum taxed at 45%.
- 11.9** If income withdrawals are to be paid to a beneficiary from the SIPP, we will require a fully completed Beneficiary Options form, anti-money laundering checks to be undertaken to verify the beneficiary's name and address and evidence of age and marital status to be provided as applicable.

## Lifetime Allowance

- 11.10** If you are under 75 when you die, any lump sums payable on your death will be paid without deduction of any lifetime allowance charge, even if your personal lifetime allowance is exceeded.
- 11.11** If you are over 75 on your death and the total lump sums payable on your death from your SIPP and any other registered pension scheme are greater than your personal lifetime allowance, there will be a tax charge. We will pay any lump sum after deduction of the tax charge.
- 11.12** Your Financial Adviser should normally discuss this with you, or after your death, with your beneficiaries where relevant. If the aggregate lump sum death payments exceed your personal lifetime allowance; the personal representatives must report and pay the chargeable amount to HMRC.

## 12. Charges

- 12.1** The Charges for the administration of your SIPP are set out in the **Ascentric Account Charges schedule**. Charges that are due will be taken from your SIPP as soon as Cash is available in your SIPP account to pay them in accordance with the Fees, Charges and Expenses terms in Section A.
- 12.2** Your SIPP account cannot be taken overdrawn. If we need to take Charges from the SIPP account and it does not contain sufficient Cash, we will follow the process for Charges as described in Section A11 'Your Cash Account – Operation and Minimum Cash Balance'.
- 12.3** If the value of your SIPP is small, fees charged may be disproportionate to the value of your SIPP.
- 12.4** We will give you at least 30 days prior written notice of any change in our charges.

## 13. Transfers out from SIPP

- 13.1** Subject to HMRC rules, you can transfer part or all of your SIPP to another UK registered pension scheme. We will only transfer to a recognised overseas pension scheme where a statutory right to such a transfer exists.
- 13.2** The transfer can be in Cash or In Specie provided the receiving scheme is able to accept this type of transfer.
- 13.3** Once you have started receiving drawdown pension payments, the entire amount of your SIPP allocated to provide these benefits must be transferred to a new provider at the same time (although partial transfers for annuity purchase are allowed).
- 13.4** You must give us written notice if you wish us to transfer your SIPP externally. The transfer can only proceed when we receive all the paperwork, which we reasonably deem to be necessary, including your signed request. In proceeding with the transfer out, we can keep an amount of Cash that we feel is reasonable and appropriate if our charges need to be paid or if any tax, liabilities or other amount is due to HMRC or other third party. When a full transfer has been completed and all liabilities met, your SIPP will be closed and you will cease to be a member of the SIPP.

## 14. Account Closure

- 14.1** We can close your SIPP, giving you 30 days' notice, when the liabilities of the SIPP exceed the SIPP value or in the unlikely event that we decide to close the Scheme.
- 14.2** If the Scheme has to be wound up for any reason, this will be done according to the Rules.

## 15. Unauthorised Payments

- 15.1** If we make any payments, or have to carry out any transactions or reallocations within the SIPP which are deemed not to be payments under HMRC rules tax charges may apply. We, as Scheme administrator, may deduct from your SIPP an amount to cover any tax charge that we are, or may become, liable to pay as a result of the payment being made. This is whether by virtue of the payment being a scheme chargeable payment or otherwise.
- 15.2** We will pay the amount(s) due to HMRC from your SIPP.
- 15.3** Where the extent of any tax liability is uncertain, we may at our absolute discretion either deduct such amount from your SIPP as we may determine or postpone the payment to the recipient. We will rely on information provided by you (or any other recipient of your SIPP after your death) where we are required to calculate any tax liability due.
- 15.4** If we are unable to recover such tax, interest or charge from your SIPP, the recipient, will be personally liable to reimburse us.

## 16. Unauthorised Payment Charge

- 16.1** We can refuse to allow any transaction if it is apparent that to do so could lead to your SIPP becoming liable to an unauthorised payment charge, or any other tax or Charge which is levied on the SIPP as a result of the transaction. If any such Charge arises as a result of your investment activity or your requirements for payments from your SIPP, we reserve the right to deduct such amounts from your SIPP and to account for such amounts to HMRC.

## 17. Variation to Section D

- 17.1** We reserve the right to change any of the terms in this Section D, in accordance with the reasons stated in Section A 30 Changes to these Terms and Conditions.

