

# JUSING THIS DOCUMENT.

#### WHAT ARE KEY FEATURES?

The Financial Conduct Authority is a financial services regulator. It requires us, Legal & General (Portfolio Management Services) Limited, to give you this important information to help you decide whether the Legal & General 6 Year Growth Deposit Bond 22 is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

#### **BEFORE YOU START READING**

This document is about the Legal & General 6 Year Growth Deposit Bond 22 (the Bond). The issue number denotes that this is the 22nd Bond in the ongoing series of these Growth Deposit Bonds.

This document includes the Bond's:

- Key Features with an overview on pages 3 and 4 and more detailed information covering how the Bond works and answering frequently asked questions on pages 5 to 17.
- Terms and Conditions.

You should read this document carefully. If you don't understand something at any point, please ask us or your financial adviser for more information.

Throughout this brochure we refer to 'you', 'we' and 'us'. 'You' means the owner of the Bond and 'we' and 'us' means Legal & General.

### FINDING OUT MORE

This icon appears where more detailed information is available elsewhere.

## CONTACTING US

You can find our contact details in the 'How do I reach you to ask a question?' section on page 17.

## AT A GLANCE.

#### INTRODUCING THE LEGAL & GENERAL 6 YEAR GROWTH DEPOSIT BOND 22

The Legal & General 6 Year Growth Deposit Bond 22 is a fixed term deposit bond that aims to provide a stock market linked return. You will receive 100% of any growth in the FTSE 100 Index at the end of the term. Any growth will be no more than 35% gross (5.13% AER) of the amount you invest.

AER stands for Annual Equivalent Rate and shows what the interest rate would be if it was paid and compounded once each year.

#### A LONG-TERM RETURN ON YOUR SAVINGS

This product locks up your money for six years, without risking the money you're investing if the FTSE 100 Index falls.

#### **NO STOCK MARKET INVESTMENT**

The Bond does not invest your money in the stock market at any time, it uses the FTSE 100 Index as a measure. Your money is held in cash in the same way as a bank or building society account.

In this case your money is with Cater Allen Limited, who commit to paying a return linked to the stock market. Unlike other deposit accounts the Bond doesn't pay a fixed or variable interest rate, the return is dependent upon the performance of the FTSE 100 Index.

By linking the Bond's growth to the performance of the FTSE 100 Index you aim to get potentially better returns than you would expect from shorter-term deposit accounts. However, depending on how the stock market perfoms, the return you receive could be less than other deposit accounts.

#### A SIX YEAR INVESTMENT

It's generally true to say that the growth potential of the stock market is viewed over the longer term rather than the short term. Therefore, a one or two year deposit account is not usually linked to a stock market return. This is why this Bond, which is linked to the FTSE 100 Index, is a six year investment.

# ABOUT LEGAL & GENERAL AND CATER ALLEN LIMITED.

#### **LEGAL & GENERAL**

- We've been in business since 1836, which means we have over 175 years of experience helping people achieve their financial goals.
- We've been providing this type of fixed term product for over 17 years and we've offered over 170 similar products to date.
- Our size and standing means we can negotiate terms with banks of our choice to deliver the right products for our customers.

#### **CATER ALLEN LIMITED**

- Cater Allen Private Bank is the name used for banking services provided by Cater Allen Limited.
- Cater Allen Limited is a wholly owned subsidiary of Santander UK plc and forms part of the Santander group of
  companies, which collectively serve around 100 million customers through around 14,000 branches. The group's
  operations are diversified geographically as well as along business lines, and as such are not exposed to a single
  market or country.

# >AIMS, COMMITMENT AND RISKS.

## ITS AIMS

The Legal & General 6 Year Growth Deposit Bond 22 has very specific aims.

- The Bond lasts six years and this is fixed.
- It gives you 100% of any growth linked to the performance of the FTSE 100 Index. The maximum growth you can get back is 35% gross (5.13% AER) of the money you invest.
- You'll get back your original investment at the end of the Bond.
- You can invest in the Bond through either a Deposit Plan or a cash ISA. A cash ISA provides tax-free growth.
- Your money is held by Cater Allen Limited until the end of the six years.

## YOUR COMMITMENT

For the Bond to work properly, you need to make these commitments.

- You need to invest your money for the full six years.
   If you take your money out early, you may get back less than you invest. That's the case even if the FTSE 100 Index goes up.
- The minimum you need to invest is £500.

- The maximum you can put in depends on how you invest:
  - For new cash ISA investments, the maximum is £5,760 for 2013/14 tax year.
  - For deposits or cash ISA transfers, there is no maximum.
- You need to make sure that your application reaches us by the application deadline. For more details of this and other key dates, please see page 7.

## **RISKS**

There are some risks you need to understand before you open the Bond.

- Like any deposit account, if your bank, in this case Cater Allen Limited, can't pay what they owe, you could lose some or all of your money, as well as any growth due.
- Your money could grow at less than the rate of inflation. If that happens, the real value of your money will fall.
- This Bond doesn't pay a fixed or variable interest rate, the return is dependent on the performance of the FTSE 100 Index. Depending on how the FTSE 100 Index performs, the return you receive could be less than other deposit accounts.

- There may be exceptional events which might cause a delay in returning your money to you at the end of the six years.
  - For more information about what happens if we delay your return, please see page 13 or, for a list of extraordinary events, please see page 22.
  - For more about the circumstances in which Cater Allen Limited could default, and the compensation you may be entitled to under the Financial Services Compensation Scheme if they did, please see page 14.
- If you take out a cash ISA and UK tax law changes, the tax efficiency of your ISA may be affected.

# **AND ANSWERS.**

### THE FUNDAMENTALS

#### **CAN I APPLY FOR THE BOND?**

- You must be aged 18 years or older to apply for the Bond.
- If you're applying for the Bond as a Deposit Plan, you can either hold it in your name only or take out a joint bond with someone else.
- You don't have to be a UK resident to invest in the Bond as a Deposit Plan, but you can't invest in it if you're a US person/resident.
- If you're applying for the Bond through a cash ISA, it must be held in your name only. You also need to be resident in the UK.
- We can accept investment from Self Invested Personal Pensions (SIPPs) or Small Self Administered Schemes (SSASs). You need to check your eligibility with your pension provider.

Details about residency are available from your tax office or on HM Revenue & Customs' website **www.hmrc.gov.uk**. Please ask us or your adviser for more information.

# WHY IS MY MONEY DEPOSITED WITH CATER ALLEN LIMITED?

- We are not a bank or building society so we ask Cater Allen Limited, who can take cash deposits, to hold your money on our behalf for the duration of the Bond.
- We've designed the Bond so that, at the very least, you will get your money back at the end of six years, even if the FTSE 100 Index falls.
- Cater Allen Limited holds your money as cash for the duration of the Bond in the same way as a bank account.
- This Bond is treated in the same way as a bank or building society account – barring exceptional circumstances, you will get back at least what you put in.

 Unlike a bank or building society account, which pay an interest rate, with this Bond, Cater Allen Limited has committed to pay growth linked to the performance of the FTSE 100 Index.

# WHY MEASURE MY GROWTH USING THE FTSE 100 INDEX?

 As stock market values could increase more than interest rates over the next six years, linking your growth to the FTSE 100 Index means you could achieve a better return than other types of deposit accounts that pay an interest rate.

#### WHAT IS THE FTSE 100 INDEX?

- The Financial Times Stock Exchange (FTSE) 100 Index measures the value of the UK's largest 100 companies.
   The share prices of these companies will rise and fall, therefore the level of the FTSE 100 Index will change over time.
- The value of these large companies tends to be less volatile than smaller companies, and their performance reflects and influences the performance of the UK stock market as a whole.
- As such, the FTSE 100 Index is regarded as a principal measure of the UK stock market and is often quoted in TV news reports and newspaper articles.
- At no time is your money invested in shares. The FTSE 100 Index is only used to measure your return.
- You don't invest in the companies in the FTSE 100 Index so you won't receive any dividends. However, the Bond is designed to give you a return linked to the performance of the FTSE 100 Index.

You can find out more about the FTSE 100 Index on the FTSE website.

www.ftse.com/Indices/UK\_Indices/index.jsp

# HOW DOES THE BOND WORK?

- Legal & General will provide and administer the Bond, which means that we're the Bond manager and point of contact.
- When the Bond begins, we pass your money to Cater Allen Limited, who we've selected as the Bond's deposit taker. They hold your money during the life of the Bond.
- We'll measure the FTSE 100 Index at the start of the Bond on 30 October 2013.
- At the end of the Bond, Cater Allen Limited pay back your original investment, plus any growth.
  - If the FTSE 100 Index has stayed the same or gone down, we'll give you your original investment back.
  - If the FTSE 100 Index has gone up you will get back a return equivalent to the 100% growth of the Index up to a maximum of 35% gross (5.13% AER) of your original investment.
- We'll write to you outlining what you can do with your money.



You can find out more about how we calculate your growth on page 8.

See 'How do you return my money to me?' on page 13 for more details.

# WHAT ARE THE TIMESCALES FOR THE BOND?

#### **IMPORTANT DATES:**

Offer opens: 12 August to 11 October 2013

Any ISA transfer applications must reach us by: 27 September 2013

2013/14 cash ISA applications must reach us by: 11 October 2013

All other applications must reach us by: 11 October 2013

The Bond begins on: 30 October 2013

The Bond ends on: 30 October 2019

We'll receive your money from Cater Allen Limited on: 1 November 2019

Your money will be available to you from:

The next available working day

Please note that it's possible some of these dates may change. If they do, we will let you know.

#### AT THE START OF THE BOND

- The offer might close early if it's over-subscribed. If this happens and your money reaches us after the early closing date, we'll return it to you in full.
- If the Bond is under-subscribed then it may not begin and we'll return your money to you in full.
- You'll earn pre-investment interest at a fixed rate equivalent to 0.30% gross/AER\*. Interest will apply from when we receive your cheque or, for ISA transfers from when we receive the transfer money, interest will be paid until 25 October 2013.

The interest wil be included in your total investment amount.

\* AER stands for Annual Equivalent Rate and shows what the interest rate would be if it was paid once each year. The gross rate is the rate payable before the deduction of income tax.

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See 'What do I need to know about tax?' on page 9 to find out more about how we deduct tax from your pre-investment interest.

#### AT THE END OF THE BOND

- We'll write to you outlining your options. You will need to tell us what you want to do with your money. Once Cater Allen Limited has returned your money to us we'll tell you what your Bond's value is.
- Your options may include:
  - Take some or all of your money.
  - Reinvest some or all of your money in a new bond.
  - Invest some or all of your money in a different investment.
- Cater Allen Limited might pay us later than the agreed date. This could happen if the value of the FTSE 100 Index can't be calculated.
- If this happens, we'll pay your money back (plus, of course, any growth) as soon as it can be calculated.



See 'How do you return my money to me?' on page 13 for more details.

## **WHAT MIGHT I GET BACK?**

# HOW WILL YOU WORK OUT HOW MUCH I GET BACK?

We work out your growth by comparing the level of the FTSE 100 Index at the start and end of the Bond. The difference between the two figures gives us the percentage by which the Index has changed during the life of the Bond.

The starting level is the level of the FTSE 100 Index on 30 October 2013. For the end level we use the Index's average level during the last year of the Bond. If the end level is above the starting level, any growth is multiplied by 100%.

We do this because otherwise your growth would depend solely on the level of the FTSE 100 Index on the day your Bond ends. Averaging means you are less likely to lose out to short-term stock market volatility, however, you should be aware that it could also limit your growth if the FTSE 100 Index rises over the averaging period.

To work out the average level of the FTSE 100 Index during the last year of your Bond, we record the Index's closing levels on the 30th of each month, including all months between 30 October 2018 and 30 October 2019. If the 30th isn't a business day, we record the level on the next day that is. Please note, we will record the Index level for 30 December 2018 on 2 January 2019.

We then apply that percentage to your Bond to work out what your growth will be, as shown in the table below.

## WHAT YOU MIGHT GET BACK FROM £5,000

The example below shows you what you might get back if you invest £5,000 in a Deposit Plan or a cash ISA.

The figures in it assume that you've held the Bond for the full six years and haven't taken out any money in that time. They don't include any pre or post-investment interest. We don't know the future performance of the FTSE 100 Index, so we've selected a number of examples to show you what you might get back.

#### **FOR EXAMPLE**

FTSE 100 INDEX PERFORMANCE	GROWTH RECEIVED AT THE END OF THE SIX YEAR FIXED TERM	DEPOSIT PLAN TOTAL AMOUNT THAT YOU'D GET BACK AFTER SIX YEARS**	CASH ISA TOTAL AMOUNT THAT YOU'D GET BACK AFTER SIX YEARS
If the FTSE 100 Index does not grow or falls	No growth	£5,000	£5,000
If the FTSE 100 Index grows by 20%	20% gross (3.08% AER*)	£5,800	£6,000
If the FTSE 100 Index grows by 40% or more	35% gross (5.13% AER*)	£6,400	£6,750

- \* AER means Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and compounded once each year. The gross rate is the rate payable before the deduction of income tax.
- \*\* We've taken income tax at the basic rate off the Deposit Plan numbers in this column.



See 'What do I need to know about tax?' on page 9 for more information. All information is based on our understanding of current tax regulations in the UK, which might change.

# WHAT DO I NEED TO KNOW ABOUT TAX?

Any growth will be applied on maturity or if you cash in your money early. The tax treatment of any growth is detailed below.

#### **DEPOSIT PLAN**

#### **Taxpayers**

If you're investing in the Bond as a Deposit Plan and you're a taxpayer, the taxman treats any growth as interest. We'll pay your growth net of UK income tax at the basic rate, which is currently 20%. This satisfies the income tax liability for a basic rate taxpayer. If you're a higher rate taxpayer, you'll have more tax to pay. Age-related tax allowances could also change the amount you pay.

#### Non-taxpayers

We'll pay your return net of UK income tax at the basic rate. If you take out a Deposit Plan and are a non-taxpayer, or your taxable income is below the starting rate for savings income (currently £2,790 for the 2013/14 tax year) you may be able to reclaim some or all of the tax that we deduct. You'll need the tax voucher we provide you with to do this.



To find out more about reclaiming tax, talk to your tax office or visit the HMRC website at www.hmrc.gov.uk

#### **Non-UK residents**

If you've invested in a Deposit Plan and you're living abroad or move abroad we'll pay your growth net of UK income tax at the basic rate, which is currently 20%. You will need to complete a R105 AUT form if you want to receive your growth without the deduction of UK income tax. If you've invested in a cash ISA or a Deposit Plan and you move abroad, you might have to pay tax in that country.



For tax advice if you're living abroad, consult a local tax adviser or the relevant tax authorities.

The value of tax advantages will depend on your individual circumstances and where your money is invested. If you need tax or legal advice, please contact a financial adviser.

#### **CASH ISA**

If you take out a cash ISA, your growth will be paid tax-free. Of course, this might change if UK tax regulations change.

#### **PRE AND POST-BOND**

Before and after the six years of the Bond, we'll hold your money in an interest-bearing client account. If you've taken out a Deposit Plan, we'll pay the interest after deduction of UK income tax at the basic rate (currently 20%). If you've invested through a cash ISA, the interest will be tax-free.

Any interest payments from the investment will not be subject to capital gains tax.

All information is based on our understanding of current tax regulations in the UK, which might change.

#### SIPP/SSAS INVESTMENT

If you're investing through a pension scheme such as a SIPP or SSAS, we will pay your growth gross. If UK tax regulations change in the future, the tax treatment of your SIPP or SSAS could be affected.

#### **CORPORATE/CHARITY INVESTMENT**

If you've invested on behalf of a company or charity, they may be able to receive any growth without the deduction of UK income tax. You should speak to your financial adviser to find out the tax treatment of any growth.

# HOW DO I INVEST IN THE BOND?

# **HOW DO I DECIDE IF THE BOND IS RIGHT FOR ME?**

Before you decide to invest in the Bond, make sure you:

- are looking for a fixed term, six year investment;
- want growth linked to the performance of the FTSE 100 Index:
- are happy for your growth to be no more than 35% gross (5.13% AER) of your money;
- don't want to invest in stocks and shares;
- have other money set aside to cover any debts, short-term needs or emergencies;
- don't need to access your money during the term of the investment.

# HOW THE BOND FITS WITH YOUR OTHER INVESTMENTS

You should also think about how well the Bond works as part of your broader investment strategy.

- The Bond is often referred to as a structured product.
   Structured products are very useful financial tools, but it's best not to rely on one kind of investment only.
- It may be wise to make other types of investments too. You should avoid letting one bank or building society look after all your money.
- If you are making other similar investments, you may want to ensure they're linked to a different Index.

We want you to be sure that this is the right choice for you. If there's anything you don't understand or you're not sure about, we recommend that you seek financial advice.

We're not giving you financial advice. This brochure does not provide financial advice or recommendations.

#### **HOW DO I APPLY FOR THE BOND?**

You can complete the application form, and return it to us by the dates shown on page 7. You should include a cheque for the amount you're investing, or arrange any ISA transfers you would like to make.

# WHAT INFORMATION WILL I RECEIVE WHILE THE BOND IS RUNNING?

We'll send you a welcome letter and a cancellation notice within six days of receiving your application. The cancellation notice gives you the right to cancel your Bond within 14 days of receiving the notice.

We'll confirm details of your Deposit Plan or cash ISA at the start date of the Bond. You'll receive a statement and confirmation of your holding once a year.

We'll send all information to the first applicant. If you want someone else to receive it, you can ask us to send it to them.

# CAN I TRANSFER AN ISA INTO OR OUT OF THE BOND?

#### TRANSFERRING IN

- You can transfer any existing cash ISAs you hold into this Bond.
- You have to transfer a minimum of £500, but there's no maximum amount.
- We don't charge for receiving a transfer, but your current ISA manager might charge you for making it.

If you're transferring a cash ISA taken out in the current tax year, you must transfer your whole ISA investment. You can transfer all or some of your previous tax year cash ISA. When you make the transfer, your existing manager will cash in your money according to their terms and conditions and send the transfer value directly to us for investment.

We must receive the funds before the end of the offer period. If they don't reach us by this date, we'll return the funds to your existing manager. You won't benefit from any interest while your transfer is being processed.

#### TRANSFERRING OUT

- You can transfer money out of the Bond into either a cash ISA or a stocks and shares ISA.
- If you start a cash ISA and transfer to a stocks and shares ISA in the same tax year, any amount you've contributed will count towards your stocks and shares allowance rather than your cash allowance.
- If you withdraw your money before the end of the Bond, you may get back less than you invest.

# CAN I INVEST AS PART OF MY SIPP OR SSAS?

This Bond is eligible for Self Invested Personal Pension (SIPP) and Small Self Administered Scheme (SSAS) investment.

#### **HOW MUCH CAN I INVEST?**

INVESTMENT TYPE	MINIMUM	MAXIMUM
Cash ISA	£500	£5,760
ISA transfers	£500	No maximum
Deposit Account	£500	No maximum
SIPP and SSAS	£500	No maximum <sup>†</sup>

<sup>&</sup>lt;sup>†</sup>Subject to any limits in your pension.

#### WHAT CHARGES DO I PAY?

If the plan runs for the full six years, there are no charges for you to pay directly as they're already taken into account when we set your returns. These charges won't be more than 6.25% of your initial investment.

# WHAT HAPPENS TO MY INVESTMENT IF I DIE DURING THE BOND?

If you hold a Deposit Plan and you're the only investor, there are two choices:

- We can either repay its current value to your representatives, or
- Transfer it to a named beneficiary or beneficiaries. If we do that, the Bond will continue until the end of the six year period.

If your money is held in more than one name, it carries on in the names of the survivor or survivors.

If you've invested in an ISA, then the ISA will automatically come to an end and your money will be moved to a Deposit Plan. There are two choices:

- We can either repay its current value to your representatives, or
- Transfer it to a named beneficiary or beneficiaries. If we do that, the Bond will continue until the end of the six year period.

If your representatives choose to take money out of or cash in your Bond, they might get back less than the original investment. If you've taken money out of the Bond, the amount paid back will also be reduced. If the investment continues, the new beneficiary or beneficiaries must agree to the Bond's Terms and Conditions.

# CAN I CHANGE MY MIND DURING THE BOND?

# CAN I CANCEL THE BOND AFTER I'VE TAKEN IT OUT?

#### WITHIN THE FIRST 14 DAYS

Once we've accepted your application, we'll send you a cancellation notice.

If you would like to cancel, you need to return the notice to us within 14 days of receiving it. You will have your money returned with any interest earned.

#### **AFTER THE FIRST 14 DAYS**

If you don't take up your cancellation rights within the 14 day cancellation period, you'll remain invested in the Bond and be subject to all the risks as detailed in these Key Features.

If you've invested in a cash ISA, you won't be able to contribute to any other cash ISA with another manager for the tax year in which you make this investment.

You won't be able to replace any contributions withdrawn within the same tax year, unless the amount you wish to invest is within your unused ISA allowance.

#### **ISA TRANSFERS**

If your application includes an ISA and you're cancelling an ISA transfer that we haven't yet received, you'll need to contact your existing ISA manager to stop the money being paid to us.

If the ISA transfer has reached us, we'll send you the money. If that happens, you'll permanently lose the ISA entitlement relating to that money.

To avoid this, you can ask us to transfer your ISA to another provider from whom we would need to receive an ISA transfer request.

# CAN I TAKE MONEY OUT OF OR CLOSE MY BOND BEFORE THE END OF THE SIX YEARS?

You can either close your Bond or take at least £500 out of it at any time.

For your Bond to stay open you need to leave at least £500 in it.

If you choose to close it, you may get back less than you invest. Taking some of your money out will also affect your final payment.

How much you get back depends on the current value of the Bond, which Cater Allen Limited calculates when you take your money out. The value of your Bond will depend on a number of factors, which include the general movements of interest rates, foreign exchange rates, the level of the FTSE 100 Index and other market data Cater Allen Limited has available to them.

Cater Allen Limited will determine the current value of the Bond on the 7th or 20th of the month, whichever comes first after the date you inform us of withdrawal or closure. You can call us on **0370 050 3350** to find out your current value.

We'll repay the relevant amount to you within five working days of the 7th or the 20th of the month. Please note that you may not receive payment in your account until several days later.

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Please see 'How do I give you specific instructions about my investment? on page 17.

# WHAT HAPPENS AT THE END OF THE BOND?

# WHAT HAPPENS TO MY MONEY WHEN THE BOND ENDS?

When your Bond ends, your money will be held by Cater Allen Limited. Legally they must repay your money, plus any growth.

We will calculate how much the FTSE 100 Index has changed. Cater Allen Limited apply that growth to your money, and then pay your money back to us. They make that payment within two working days of the end of the Bond.

Remember that if you've taken any money out during the life of the investment, the amount your return is calculated on will be affected.

# HOW DO YOU RETURN MY MONEY TO ME?

Once we've received your money back from Cater Allen Limited we'll write to you, letting you know what your return will be and what your options are.

We'll keep your money in an interest-bearing client account until we hear from you, up to a maximum of three months. We'll write to you to let you know what the interest rate of that account is. All the interest that it earns will belong to you. If you're investing through a cash ISA, your money will retain its ISA status.

## WHEN YOU INSTRUCT US OF YOUR DECISION

We'll do our best to do what you've asked within seven working days. Please note that you may not receive payment in your account until several days later.

#### IF WE DON'T HEAR FROM YOU

If you invested in a cash ISA, we will hold your money in an interest bearing account for a maximum of three months until we receive your instructions. If we don't hear from you, we will return your money to your nominated account, or transfer it to a non-interest bearing account. If this happens, your money will lose its ISA status.

If you invested through a Deposit Plan, we will hold your money in an interest bearing account for a maximum of three months until we receive your instructions. If we don't hear from you, we will return your money to your nominated account.

# COULD THERE BE A DELAY IN RETURNING MY MONEY?

If an Extraordinary Event occurs this will result in circumstances beyond our reasonable control and we may not be able to perform our obligations set out in the Terms and Conditions. This may result in any growth payment due to you being disrupted, adjusted, reduced or delayed. If we're unable to meet our obligations, we'll use all reasonable efforts to get back to normal.

If an Extraordinary Event occurs:

- If you are being disadvantaged we'll let you know as soon as we can.
- We will not be liable or responsible for any failure or delay in performing any of our obligations described in these Key Features and Terms and Conditions as a result of an Extraordinary Event.



Please refer to page 22 of the Terms and Conditions for a definition of an Extraordinary Event.

# **OTHER**INFORMATION.

#### WHAT ARE MY ISA OPTIONS?

- You can invest in the Legal & General 6 Year Growth Deposit Bond 22 by opening a new ISA or by transferring money from an existing ISA.
- Two types of ISA exist, cash ISAs and stocks and shares ISAs. The Legal & General 6 Year Growth Deposit Bond 22 is only available as a cash ISA.
- 2013/14 tax-year
  - The minimum you can invest is £500.
  - The maximum you can invest is £5,760.
- Any money you invest in the Bond through a cash ISA counts towards your total annual ISA allowance, which includes cash ISAs and stocks and shares ISAs. The current total allowance for 2013/2014 tax year is £11,520.
- Your ISA allowance is renewed at the beginning of each tax year.
  - For example if you invest £5,760 in the Bond using a cash ISA in 2013/2014 tax-year, you will be able to invest in another cash ISA when the new tax year starts on 6 April 2014.
- The maximum you can invest in ISAs increases in line with the Consumer Prices Index (CPI) each tax year.

You can find out more about ISA transfers on pages 10 and 11.

#### **HOW IS MY MONEY HELD?**

Cater Allen Limited keeps your money during the investment. Cater Allen Limited is legally bound to pay your money back to us at the end of the investment period. Your money is treated in the same way as any other bank or building society account. If Cater Allen Limited can't pay us what they owe, you might not get back all of your money. We're not responsible to you if Cater Allen Limited fails to pay back your money or any returns due under the Bond.

Should the Deposit Taker be unable to meet its obligations, the Plan Manager (in its capacity as bare trustee) would be able to bring a claim to the Financial Services Compensation Scheme on behalf of investors. As the Plan Manager is a bare trustee, the scheme will treat the beneficiaries as having a claim, and not the Plan Manager. Therefore, you will be eligible for compensation as if you had made a deposit directly with the Deposit Taker.

We keep your money in a client bank account before and after the investment. Your money is separate from ours, so if Legal & General were to become insolvent it would be safe. If the bank or building society providing the client account cannot pay us the money, you may not receive all of it back. Again, we're not responsible to you if that happens.

#### HOW DO I GET COMPENSATION IF MY MONEY ISN'T RETURNED TO ME?

The Financial Services Compensation Scheme (FSCS) is the UK's compensation fund for customers of authorised financial services firms.

If a firm becomes insolvent or ceases trading the FSCS may be able to pay compensation to the firm's customers. If your money isn't returned to you, you can make a claim through them against the bank or building society that was holding your money.

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You can find out more about the FSCS (including amounts and eligibility to claim) by visiting its website www.FSCS.org.uk or by calling 0800 678 1100.

# WHERE IS MY MONEY HELD AND COULD I LOSE IT?

	BEFORE THE START DATE AND AFTER THE END OF THE INVESTMENT TERM	DURING THE INVESTMENT TERM
Where is my money held?	Your money is held in a client account with a bank or building society. This is currently The Royal Bank of Scotland plc.	Your money is held by Cater Allen Limited.
Could I lose my money in the event that the bank/building society holding my money becomes insolvent?	Yes. You may be able to make a claim of up to £85,000 from FSCS, although any investment in this Bond will contribute towards your total claim against the bank or building society.  If your claim is eligible and the total claim for compensation against The Royal Bank of Scotland plc is £85,000 or less, including the money you have put in this Bond, you should get back all of your money. If your claim is more than £85,000 in total, you may lose some or all of the money you hold in this Bond.  The Royal Bank of Scotland plc operates under the trading names of The Royal Bank of Scotland, Direct Line, the One Account, Child & Co, Drummonds and Holt's. The total FSCS compensation claim against The Royal Bank of Scotland plc will include claims against all these trading names.  For any claim made to the FSCS, it will be the FSCS's decision whether to cover that claim depending on the particular circumstances of the case.	Yes. You may be able to make a claim of up to £85,000 from FSCS, although any investment in this Bond will contribute towards your total claim against the bank or building society.  If your claim is eligible and the total claim for compensation against Cater Allen Limited is £85,000 or less, including the money you have put in this Bond, you should get back all of your money. If your claim is more than £85,000 in total, you may lose some or all of the money you hold in this Bond.  Cater Allen Limited operates under the trading names of Cater Allen and Cater Allen Private Bank. The total FSCS compensation claim against Cater Allen Limited will include claims against all of these trading names.  For any claim made to the FSCS, it will be the FSCS's decision whether to cover that claim depending on the particular circumstances of the case.
Could I lose my money in the event that Legal & General becomes insolvent?	No, as your funds are held in the client account they are kept separate from Legal & General's funds.	No, as your funds are held by Cater Allen Limited, they are kept separate from Legal & General's funds.
Is my money treated the same as a traditional savings account?	Yes	Yes

# WILL I NEED TO PROVE MY IDENTITY?

From time to time, to protect both you and us from financial crime, we might need to prove your identity. We may use a credit agency to do this – if we do, it won't affect your credit rating. If that fails, we may need to ask you for specific documents to confirm your identity. We might also need to contact you to ask for more information about your money.

## WHAT DO I DO IF I'M NOT HAPPY?

You can get in touch with us using the contact details in 'How do I reach you to ask a question' on page 17 to make a complaint. You can also request a copy of our complaints procedure. If you're not satisfied with the way we deal with your complaint, you can take it up with:



The Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR



#### 0800 023 4567

Calls to this number are normally free for people ringing from a 'fixed line' phone – but charges may apply if you call from a mobile phone.

#### 0300 123 9 123

Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

These numbers may not be available from outside the UK – so please call from abroad on **+44 207 964 0500**.

Making a complaint will not prejudice your right to take legal proceedings.

# WHO IS THE BOND MANAGER AND ISA MANAGER?

Legal & General (Portfolio Management Services) Limited is the Bond Manager.

Registered office:

One Coleman Street London EC2R 5AA

Registered in England No. 2457525.

Legal & General (Portfolio Management Services) Limited is authorised and regulated by the Financial Conduct Authority. We are on their register under the following number: Legal & General (Portfolio Management Services) Limited 146786.

#### WHO IS THE DEPOSIT TAKER?

Cater Allen Limited is the Deposit Taker.

Registered office:

2 Triton Square Regent's Place London NW1 3AN

Registered in England Number: 383032.

Cater Allen Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Cater Allen Limited's only role in the products described in this document is to act as the Deposit Taker to Legal & General (Portfolio Management Services) Limited. The taking of these deposits is independent and separate to the management of the Bond. In particular, Cater Allen Limited does not offer, provide, sponsor, or manage the Bond and does not accept any liability in relation to the issue, management and operation of the Bond.

Cater Allen Limited is entered on the Financial Services Register (number 178737).



For further details on Cater Allen Limited financial performance and shareholder information please visit www.caterallen.co.uk

You can check the Financial Services Register at www.fca.org.uk or by contacting them on 0800 111 6768 (freephone).

#### WHO IS YOUR REGULATOR?

The Financial Conduct Authority 25 The North Colonnade Canary Wharf London E14 5HS

The Terms and Conditions, which are governed by English law, shall apply as soon as an application is accepted. In the event of any conflict between the FCA regulations and the Terms and Conditions, the former will prevail. The Terms and Conditions and all communications will only be available in English.

#### **HOW DO I CHECK YOUR CREDIT RATING?**

Financial services companies are given credit ratings by independent agencies so you can compare their financial strength. Two of the biggest credit rating agencies are Standard & Poor's and Moody's.

You can check Legal & General's and Santander UK's credit ratings at:



Standard & Poor's - www.standardandpoors.com Moody's - www.moodys.com

#### **HOW WILL YOU COMMUNICATE WITH ME?**

We'll get in touch by letter or telephone. Any written communications will only be available in English.

This brochure is also available in braille upon request.

#### **HOW DO I GIVE YOU** SPECIFIC INSTRUCTIONS ABOUT **MY INVESTMENT?**

Only you or your personal representatives can give us instructions. If you're investing jointly, we'll need all investors to sign any instructions. You need to give us instructions in writing.

You can post your instructions to us at:



Legal & General Investments PO Box 6080

Wolverhampton WV1 9RB

If you're sending them by courier, they should go to:

Legal & General Investments **EDM House** Village Way Bilston Wolverhampton WV14 0UJ

We might give you other addresses to send instructions to once we've accepted your application. Your instructions will only become effective when we receive them. We'll let you know we've received them, and comply with them unless that would lead to us breaking any law, rule or regulation.

#### **HOW DO I REACH YOU TO ASK A QUESTION?**

YOU CAN CALL OUR UK-BASED TEAM ON:



0370 050 3350

Lines are open Monday to Friday, from 8.30am to 6.00pm. We may record and monitor calls.

Calls to this number will not exceed your fixed line or mobile provider's national rate, and will be included in any inclusive free minute plan or discount scheme you may have with your telephone provider.

Call charges will vary between telephone providers. This number may not be available from outside the UK.

You can write to us at:



Legal & General Investments PO Box 6080

Wolverhampton WV1 9RB

# TERMS AND CONDITIONS.

# WHEN AND HOW WILL THE TERMS AND CONDITIONS APPLY?

They will apply as soon as an offer is accepted. If there's any conflict between the terms and conditions, and FCA regulations, the FCA regulations will apply.

#### 1. DEFINITIONS

"Account" means that part of your Plan that is a cash Individual Savings Account ("ISA") which includes any cash ISA transferred from an existing cash ISA contracted under these Generic Terms and Conditions and any relevant Addendum.

"Account Manager, Plan Manager, Deposit Plan Manager, we, us, or our" means Legal & General (Portfolio Management Services) Limited or such successors or assignees as we shall notify you under Clause 15.

"Addendum" means additional Terms and Conditions which relate to a specific offering of the Deposit Bond which apply with and in addition to these Generic terms and conditions.

"Application" means the properly completed application form for investment into your Plan and includes an application for an ISA transfer.

"Balance" means a Deposit into this Plan for any specific offering of the Deposit Bond as detailed in the relevant Addendum less any withdrawals and/or adjustments.

"Brochure" means the document describing the important characteristics of the Plan to which your application relates, including its aims and associated risks.

"Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for business in London.

"Deposit" means the amount you invest in a specific offering of the Deposit Bond, which is your subscription plus any Early Application Interest.

"Deposit Account" means one or more Deposit Accounts established by the Plan Manager, with the Deposit Taker in respect of the Deposit together with deposits made by the other investors in an offering.

A separate Deposit Account or Deposit Accounts will be established for each offering of the Deposit Bond.

"Deposit Plan" means that part of your Plan that is not an ISA contracted under these Generic Terms and Conditions and any relevant Addendum.

**"Deposit Taker"** means the licensed deposit taker detailed in the relevant Addendum.

"Early Application Interest" means the interest you will earn on monies received by us from you with your Application before the end of the Plan Opening Period, which is calculated on a daily basis at the rate shown in the relevant Addendum.

"Early Withdrawal Adjustment" means an adjustment made to your Plan should you make a withdrawal/transfer/close your Plan before the Maturity Date and which is calculated by the Deposit Taker in accordance with the relevant Addendum.

"Early Withdrawal Amount" means the amount you will receive should you close your Plan prior to the Maturity Date. Early Withdrawal Amount = Balance (or part there of for a partial withdrawal) - Early Withdrawal Adjustment. The remaining

Balance will then be adjusted accordingly.

- **"Early Withdrawal Deadline"** means 5.00pm on both the 7th and 20th day of each month or where this is not a Business Day, then the previous Business Day.
- **"Extraordinary Event"** means a significant event as detailed in the relevant Addendum.
- "Income Interest" means any interest paid between the Start Date and the Maturity Date as detailed in the relevant Addendum.
- "Maturity Date" means the date on which a specific offering of the Deposit Bond is due to mature, as detailed in the relevant Addendum.
- "Maturity Interest" means the interest payable at the Maturity Date as detailed in the relevant Addendum and payable in accordance with Clause 4.
- "Plan" means either your Account and/or Deposit Plan.
- "Plan Opening Period" means the period during which we may accept Applications to make subscriptions into the Plan or a specific offering of the Deposit Bond as detailed in the relevant Addendum.
- "Related Company" means any company which is a subsidiary or holding company of the Account Manager or which is a subsidiary of any such holding company and for which purposes the expressions 'subsidiary' and 'holding company' have the same meanings as in section 736 of the Companies Act 1985.
- "Start Date" means the date on which your Deposit is invested by the Plan Manager in the Deposit Account and your Deposit Bond commences, as detailed in the relevant Addendum.
- "Terms and Conditions" means these terms and those in any relevant Addendum.
- "Written" or "in Writing" means an instruction including your original signature.
- **"You"** means the individual(s) or Trustee or Corporate Body making the application and opening a Plan.

#### 2. INTRODUCTION

These Terms and Conditions apply to your Plan.

- (a) You should read these terms along with the other information contained in our literature including the Brochure and the Application.
- (b) The Plan Manager is authorised and regulated by the Financial Conduct Authority.
- (c) Under these Terms and Conditions (and any relevant Addendum), the Plan Manager deals with your deposit as bare trustee. This means that whilst the Plan Manager is the legal owner of the Deposit Account and the deposits of all investors held in the Deposit Account, the money is held for the absolute benefit of you and other investors.
- (d) The Deposit Taker is authorised and regulated by the Financial Conduct Authority to accept deposits.

#### 3. INVESTING IN YOUR PLAN

- (a) We may accept a duly completed Application and payment from you, or in the case of an ISA transfer the payment from the other ISA manager, subject to these Terms and Conditions. We reserve the right to reject an Application if our requirements are not met.
- (b) Providing your Application has been accepted then the Deposit will be invested in the relevant Deposit Account on the Start Date subject to the clearance of funds. It will be opened in accordance with the details set out in your Application.
- (c) You may only invest by lump sum payment. Acceptable payment methods are detailed in your Application.
- (d) Details of the minimum and maximum investment amounts are provided in the Brochure. There is no maximum amount for transfers from existing cash ISAs.
- (e) Where an Application is made for an Account other than in Writing, the Plan Manager will make a written declaration confirming all the details provided by you in the Application and send a copy to you. You will have 30 days to notify any corrections to the Account Manager from the date the copy declaration is sent to you. Any revised declaration will take effect from the date of the original declaration by the Account Manager on your behalf. If a revised declaration is received after 30 days have elapsed, that declaration will only take effect from the date it is received at the address in Clause 20. Faxed or email Applications will not be accepted unless by prior agreement with the Plan Manager.

(f) If, 30 days after acceptance, we are still waiting to receive any information reasonably required to verify your identity, we will assume that the Plan is to be closed. As a result the Deposit will be withdrawn on the first Early Withdrawal Deadline after the expiry of the 30 day period and you will receive the Early Withdrawal Amount on the date of the withdrawal. Payments will normally be returned to the original source of the contribution. If this relates to an ISA, your annual ISA entitlement relating to any ISA contribution will be lost.

#### 4. MANAGING YOUR PLAN

- (a) During the Plan Opening Period your subscription will be held by the Plan Manager in a designated client money account. The Plan Manager will pay into your Plan the Early Application Interest immediately prior to the Start Date.
- (b) The Deposit will be invested by the Plan Manager in the relevant Deposit Account on the Start Date.
- (c) The Deposit will be held on deposit by the Deposit Taker in the Deposit Account until the Maturity Date unless terminated earlier in accordance with these Terms and Conditions.
- (d) Any Income Interest is paid as detailed in the relevant Addendum. The income will be paid into the bank or building society account as detailed in your Application or any account held by you that you subsequently inform us about in Writing.
- (e) By the end of the second Business Day after the Maturity Date the Account Manager will pay the Balance plus Maturity Interest into your Plan less any deduction for tax as detailed in Clause 11.

For Deposit Plans: Around the Maturity Date, we will write to you outlining the options available to you. We will hold the proceeds of your Deposit Plan in an interest-bearing client account for a reasonable period until we receive your instructions. All interest earned will belong to you. If we do not hear from you within a reasonable time, we reserve the right to transfer the proceeds of your Deposit Plan to a non interest-bearing account and/or we will return the proceeds of your Deposit Plan to your nominated bank or building society account.

For Accounts: Around the Maturity Date, we will write to you outlining the options available to you. We will hold the proceeds of your Account in an interest-bearing client account for a reasonable period until we receive your instructions. All interest earned will belong to you. If we do not hear from you within a reasonable time, we reserve the right to transfer the proceeds of your Account to a non interest-bearing account and/or return the proceeds of your Account to your nominated bank or building society account. Your money would lose its ISA status if paid into your nominated bank or building society account.

- (f) The Plan Manager will be responsible for administering all subscriptions and repayments under your Plan, including any early withdrawal.
- (g) We will send you a statement for your Plan yearly. Details of the exact statement dates are available on request from the address in Clause 20. Please note that there is no annual report or accounts (or any other information issued other than your statement). There are no shareholders', securities holders' or unit holders' mailing or voting rights applicable to your Plan.
- (h) If an Extraordinary Event occurs, the details given in the relevant Addendum and/or fund that the Plan is linked to may be subject to change.
- (i) The Account Manager will tell you if your Account has, or will become, void because they have failed to satisfy the provisions of the ISA regulations.

#### **Investments by Pension Scheme Trustees**

(j) Where a pension scheme trustee ("First Trustee") purchases a Deposit Plan and the scheme member subsequently transfers to another pension scheme ("Second Scheme"), we will seek to allow the transfer of the Deposit Plan from the First Trustee to the trustee of the Second Scheme by means of a simple re-registration agreement. This agreement will allow the First Trustee to relinquish all interests in the Deposit Plan and for the Plan Manager to allow the Deposit Plan to be re-registered in the name of the trustee of the Second Scheme who will take over the Deposit Plan on exactly the same terms as the First Trustee. The terms of the original investment cannot be changed in any way on transfer.

#### **5. CANCELLATION**

- (a) You may withdraw your application for the Plan in writing at any time up to and including the Start Date and receive a full refund of your subscription with any early application interest. We will make payment by direct credit.
- (b) Alternatively, you can cancel your Plan within 14 days of receiving your cancellation notice which will be issued following receipt of your Application and subscription. We will terminate your Plan as detailed in (a) above. Your Plan will continue if we do not receive your cancellation notice within the 14 days.
- (c) If you exercise the right to cancel an ISA transfer, you will permanently lose your ISA entitlement relating to that transfer.
- (d) Except for ISA transfers in exceptional circumstances, cancellation payments will be returned to the original source of the subscription.

#### 6. CASH HELD

- (a) Except when stated in these Terms and Conditions, interest will not be paid on any money held by us on your behalf that is not invested in the Deposit Account.
- (b) All money belonging to clients is held in a separate client account, which is identified as a trust account. All clients' money is segregated from the funds belonging to the Plan Manager. We will hold money we receive from you for investment in our client account until we make payment to the Deposit Taker to be invested in the Deposit Account.

#### 7. TITLE

- (a) The deposit made by the Plan Manager with the Deposit Taker in respect of the Deposit Account will be held for you together with other investors in the Deposit Account on trust in the name of the Plan Manager.
- (b) The deposit may not be used as security to borrow money.
- (c) Although your money will be recorded and separately identified by the Plan Manager, your entitlement may not be identifiable by separate documents or certificates of title. Therefore in the event of default by the Deposit Taker or the Plan Manager, any shortfall may be shared pro rata among all investors affected.
- (d) During the continuance of your Plan, you will remain the beneficial owner of a proportion of the Deposit Account that relates to the Deposit and of any cash held on your behalf by us before the Start Date or after the Maturity Date.

## 8. EARLY WITHDRAWAL, PLAN CLOSURE AND TRANSFERS OUT

- (a) You may withdraw all or part of your money from any specific offering under the Deposit Bond or completely close your Plan by giving notice to that effect to the Plan Manager.
  - The notice must be in Writing. You must be aware that the amount you will receive on withdrawal before the Maturity Date may be considerably less than the amount of the Deposit. Any partial withdrawal instruction must make it clear whether a particular amount, net of the withdrawal adjustment, is required, or a set proportion of the original Deposit.
- (b) You may transfer all or part of your Account relating to any specific offering under the Deposit Bond before the Maturity Date, as permitted by the ISA Regulations, to another ISA manager. We can take up to 30 days to process this transfer. You must be aware that the amount you will receive on transfer before the Maturity Date may be considerably less than the amount of the Deposit.

- (c) How much you get back and the ISA transfer amount depend on the current value of the Bond, which the Deposit Taker calculates when you take your money out. The value of your Bond will depend on a number of factors including, but not limited to, the general movements of interest rates, foreign exchange rates, the level of the FTSE 100 Index and other market data the Deposit Taker has available to them.
- (d) Notice of withdrawal, transfer or closure must be received by the Plan Manager by the Early Withdrawal Deadline in order for a transfer, withdrawal or closure to be made on the following Business Day. Requests received after this point will be actioned on the Business Day following the next Early Withdrawal Deadline.
- (e) The minimum partial withdrawal or transfer is £500 provided a value of at least £500 remains invested in the Plan.
- (f) If your transfer or withdrawal is made or the Plan closed prior to the Maturity Date, the Plan Manager will request the Deposit Taker to pay the Early Withdrawal Amount from the Deposit Account.
- (g) For any withdrawal, the Plan Manager will pay the Early Withdrawal Amount to you within 10 Business Days of the withdrawal from or closure of your Plan. Payments will be paid into the bank or building society account as detailed in your Application or any account held by you that you subsequently inform us about in Writing.
- (h) For any transfer in relation to an Account, the Account Manager will pay the Early Withdrawal Amount directly to the new ISA manager.
- (i) In certain circumstances we may no longer be able or willing to act as Plan Manager. Such circumstances will be as follows:
  - HMRC removes its approval for us to act as Plan Manager;
  - (ii) We are no longer qualified to act as Plan Manager due to a change in applicable law or regulation.
  - (iii) We voluntarily cease to be Plan Manager
     (in which case we will give you no less than
     30 days notice of our intention to cease acting as Plan Manager)

In the event that we can no longer act as Plan Manager we will write to you to let you know how this change will affect the way your money is managed.

- (j) Your account will become void in the following circumstances:
  - a change to the ISA Regulations causes us to be unable to continue to offer Legal & General 6 Year Growth Deposit Bond 22;
  - (ii) HMRC policy changes;
  - (iii) Subscription level breaches;
  - (iv) US residency of customer;
  - (v) ineligible ISA investment;
  - (vi) incorrect application form;

- (vii) incorrect allocation of dividends:
- (viii) incorrect transfer of shares from savings-related share option scheme etc;
- (ix) Investor subscribes to two or more ISAs of the same type in the same tax year, thereby breaching subscription limits;
- (x) incorrect action on death of investor;
- (xi) balance of ISA falls below minimum subscription amount if applicable;
- (xii) you have failed to comply with these Terms and Conditions.

If any of the above circumstances arise we will do our best to give you as much notice as possible that your account will become void. We will also write to you to explain what will happen to your account and the options available to you.

## 9. EXTRAORDINARY CIRCUMSTANCES, ADJUSTMENTS AND DISRUPTION

(a) We will perform our obligations set out in these Terms and Conditions unless events outside of our reasonable control prevent or restrict our ability to do so. These events are described in these Terms as "Extraordinary Events" and are defined in the remainder of this clause. If an Extraordinary Event occurs this may result in any payment due to you being disrupted, adjusted, reduced or delayed.

If an Extraordinary Event occurs, we will use due care and diligence when considering how to respond and will ensure that our response is fair and proportionate.

We will not be liable or responsible for any failure or delay in performing any of our obligations described in the relevant Key Features and Terms and Conditions as a result of an Extraordinary Event, but will use reasonable efforts to minimise any adverse impacts on you as far as reasonably possible and will tell you if you are being disadvantaged, as soon as we can.

- (b) An Extraordinary Event means a significant event which is outside of our control. Such events include the following:
  - Strikes, lockouts or other industrial action;
  - Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - Restrictions imposed by legislation, regulation or other governmental initiative, that are not as a result of our misconduct;
  - Recession or significant economic collapse of a market, company or country;

- Failure of transport networks or other external utilities (for example telecommunications networks, water or power) leading to unavoidable disruption;
- A fundamental change to the formula or method of calculation of the FTSE (or any underlying index);
- The suspension, limitation or material disruption of trading on any of the underlying exchanges;
- The underlying exchanges on which the FTSE is based failing to open for trading or closing early;
- The announcement that the publication of the FTSE (or any underlying index) is to cease;
- The FTSE is replaced by another index or amended; or
- The level of the FTSE is not calculated, or published incorrectly.

There may be other significant events outside our control that we are unable to anticipate. If such an event impacts our ability to perform our obligations under the Deposit Account, we will advise you as soon as reasonably able and let you know how we intend to deal with it. How quickly we are able to notify you may depend upon the severity of the event.

- (c) Any payment under the Deposit Account is dependent on the payment from the Deposit Taker which will be made in accordance with the terms of our agreement with the Deposit Taker. These terms contain provisions which may result in adjustments to the calculation of your entitlement and/or the timing of such calculation as a result of certain adjustment or disruption events. Depending on the event or circumstance, you may have to wait longer for payment after the Maturity Payment Date or any applicable anniversary date.
- (d) The Deposit Taker's determination of the FTSE level in accordance with the terms of the Deposit Account at the Start Date, the Maturity Date and any applicable anniversary date will be conclusive and binding on you.

#### 10. DEATH

For Deposit Plans held in more than one name, the Deposit Plan will continue in the name(s) of the surviving investors.

(a) In the event of your death as a single named investor, before the Maturity Date, and following receipt of the evidence we require, your personal representatives may elect to either close your Plan (and receive the Early Withdrawal Amount) or transfer your Plan into the name of the personal representatives or a beneficiary of your estate. Any Account will, in accordance with the ISA Regulations, terminate. If a transfer to your personal representative or beneficiary has been requested, we will open a Deposit Plan in the name of your personal representative or beneficiary with the proceeds of your Plan.

- (b) Receipt of the evidence required to enable the Plan Manager to make payment must be received by the Plan Manager by the Early Withdrawal Deadline in order for the Account to be closed on the next Business Day. If such evidence is received after this point the Account will be closed on the Business Day following the next Early Withdrawal Deadline.
- If your Plan closes prior to the Maturity Date, the Plan Manager will request the Deposit Taker to pay the Early Withdrawal Amount from the relevant Deposit Account.
- (d) The Plan Manager will pay the Early Withdrawal Amount to your personal representatives within five Business Days of the closure of your Plan. These Terms and Conditions are binding on your personal representatives.

#### **11. TAX**

- (a) In respect of a Deposit Plan, unless (c) below applies, any Early Application Interest, Income Interest and Maturity Interest will be paid after the deduction of income tax at the basic rate of UK Income Tax (currently 20%) and each will form part of your taxable income in the tax year in which they are paid.
- (b) The deduction satisfies the UK Income Tax liability for a basic rate tax payer. Higher rate and additional rate tax payers will have further tax to pay and if you are in receipt of age allowance the payments could impact your entitlement. If you pay tax at less than the basic rate, you may be able to reclaim some or all of the tax deducted from HM Revenue & Customs by using the tax voucher we will issue with your payment. We cannot pay interest gross to individuals eligible to complete a form R85.
- (c) No tax is currently payable on any Early Application Interest, Income Interest and Maturity Interest arising from investments held in an Account or for a pension scheme and certain other corporate and trustee investments in a Deposit Plan where we have evidence that interest can be paid gross.
- (d) Any tax is deducted by the Deposit Taker.
- (e) Please note that tax law is subject to change.

#### 12. REMUNERATION

We will be paid a maximum of 6.5% of the Deposit amount by the Deposit Taker or by a company in the same group as the Deposit Taker and this has affected the terms available from the Deposit Taker which in turn is reflected in the terms available for your Plan. This will have no effect on the amounts due to you under Clause 4 or Clause 8 of these Terms and Conditions. This remuneration to us will be used to meet distribution costs (including commission paid to the financial adviser who has introduced you to us) as well as our ongoing expenses. You should inform us of any change in your adviser to enable us to keep our records up to date.

#### 13. CONFLICTS OF INTEREST

During the continuance of your Plan, conflicts of interest may arise between you and us, our employees, our associated companies or our representatives. To ensure we treat investors consistently and fairly, we are required to have a policy on how to identify and manage these conflicts.

A summary of our policy is detailed below. A copy of the full policy is available on request from the address in Clause 20.

#### We:

- (a) will consider the interests of all of our customers and treat them fairly;
- (b) will manage conflicts of interest fairly to ensure that all customers are treated consistently and to prevent any conflict of interest from giving rise to a material risk of damage to the interests of our customers;
- (c) have in place procedures to ensure that staff identify and report any new conflicts;
- (d) will keep a written record of any conflicts or potential conflicts;
- (e) if appropriate, will disclose any relevant conflict to a customer before undertaking business with that customer;
- (f) will carry out an annual review to identify any new conflicts; and
- (g) will ensure new business developments identify any new conflicts of interest.

This policy applies to any company to whom we delegate any of our functions.

#### 14. DELEGATION

We may delegate any of our duties under these Terms and Conditions to any Related Company or other agent and may provide them with information about you and your Plan. However, we will remain liable to you for the performance of any delegated matters. We shall satisfy ourselves that any person to whom we delegate any of our functions under these Terms and Conditions is competent to carry out those functions.

#### 15. ASSIGNMENT

We may appoint another company to be the Plan Manager of your Plan under these Terms and Conditions providing one month's notice has been given to you.

#### 16. DISCLOSURE OF INFORMATION

The Plan Manager may disclose any information arising in connection with a transaction under these Terms and Conditions to any relevant authority or as required (whether or not required under any applicable law or other regulation). If the Plan Manager makes any such disclosure it shall not be liable for that disclosure if it was made by the Plan Manager acting reasonably and in good faith.

#### 17. LIABILITIES

- (a) The Plan Manager nor any Related Company shall not be responsible for any loss incurred except as a result of our fraud, negligence or breach of contract.
- (b) In the event of any failure, interruption or delay in the performance of its obligations resulting from any breakdown, failure or malfunction of any telecommunications or computer services or systems, through no fault of its own, or any event not reasonable within its control, neither the Plan Manager nor any Related Company shall be liable or have any responsibility of any kind for any loss or damage you incur or suffer as a result.

#### **18. CHANGES TO THE TERMS**

We may make fair and reasonable changes to these terms at any time by giving you at least 30 days prior written notice (or for changes to our charges at least 90 days notice) provided that such variations or changes are permitted under the Financial Conduct Authority Handbook. We'll only make changes for good reasons as follows:

- (a) to make our terms clearer or more favourable to you;
- (b) to reflect legitimate increases or reductions in the cost of providing the Plan to you; which include:
  - changes to the basis of taxation applicable to the Plan or to us in connection with Plan;
  - (ii) costs associated with changes in staff, support services, technology or systems;
  - (iii) the costs associated with investing in your selected funds;
- (c) to comply with applicable law, regulation, judgment of any court, regulator or ombudsman or any regulatory guidance or codes;
- (d) to reflect a change in our corporate structure that doesn't have an unfavourable impact on your plan but which does require us to make certain changes to the terms of the Plan and doesn't result in us closing the Plan;
- (e) to provide for the introduction of new or improved systems, methods of operation, services or facilities:
- (f) to correct any mistake that may be discovered in due course;
- (g) to reflect an Extraordinary Event (as further detailed in Clause 9).

If you are unhappy with any change that we make to these terms you can exit the Plan.

## 19. WHY DO I NEED TO PROVE MY IDENTITY?

To protect you and us from financial crime, we may need to confirm your identity from time to time. We may do this by using reference agencies to search sources of information about you (an identity search). This will not affect your credit rating. If this identity search fails, we may ask you for documents to confirm your identity.

In certain circumstances, we may need to contact you to obtain more information regarding your money.

#### **20. NOTICES OR REQUESTS**

- (a) We will send any notices or other correspondence to the address you have given us in your application form, or to a new permanent residential address of yours provided you have notified us in Writing of the change.
- (b) You should send any notices, instructions, or requests for further information, to us at:

#### For postal instructions:

Legal & General Investments PO Box 6080 Wolverhampton WV1 9RB

or

#### For couriered instructions:

Legal & General Investments EDM House Village Way Bilston Wolverhampton WV14 0UJ

We will notify you, if by failure to satisfy the provisions of the ISA Regulations, your Account has, or will, become void.

#### 21. COMPLAINTS AND POLICIES

We have a procedure for handling any complaints relating to the operation of your Account, a copy of which is available on request at the address in Clause 20. In the event you are not satisfied, you also have a right of complaint direct to the Financial Ombudsman Service.

Should your complaint relate to any aspect of the service that is provided by the Deposit Taker, we will refer your complaint to the Deposit Taker to deal with.

You can also request copies of the following policies:

- (a) Investments held in joint names;
- (b) Investments from Overseas:
- (c) Locating customers without an address.

#### 22. INFORMING US OF CHANGES

You agree to inform us, without delay, of any change in your circumstances or status, including in particular any change of address, name, bank account or residency status. Where we do not have an up to date address for you, we may make enquiries to identify your new address and reclaim the cost of tracing. To this end, we may need to share your details with trusted external parties.

#### 23. THIRD PARTIES

Our relationship is with you and we will not recognise the interest or claim of any other person unless we are required to do so by law.

#### 24. LAW AND JURISDICTION

- (a) This document is based on our understanding of current English law and HM Revenue & Customs practice, both of which may change in the future.
- (b) These Terms and Conditions will be governed by and construed in accordance with laws of England.
- (c) We will always communicate with you in English.
- (d) All communications from us will normally be by letter or telephone.

#### **25. ENTIRE TERMS**

These Terms and Conditions, any relevant addenda, the Brochure and the completed Application constitute the entire terms on which the Plan is provided to you.

# ADDENDUM.

#### **LEGAL & GENERAL 6 YEAR GROWTH DEPOSIT BOND 22**

"AER" means the Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and compounded once each year. As every advertisement for a savings product which quotes an interest rate will contain an AER, you will be able to compare more easily what growth you can expect from your savings over time.

"Deposit Taker" means Cater Allen Limited or its successors or assignees.

"Early Application Interest" means a fixed rate equivalent to 0.30% per annum gross/AER paid until 25 October 2013.

**"Early Withdrawal Adjustment"** means an amount calculated by the Deposit Taker by reference to the Balance, subject to an adjustment determined at the relevant time based on the prevailing market conditions, such as, but not limited to, interest rates and the level of the FTSE.

**"FTSE"** means the FTSE 100 Index which is made up of 100 of the largest listed companies on the London Stock Exchange. The Deposit Bond is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited, the London Stock Exchange or by the Financial Times Limited.

"Income Interest" is nil.

"Maturity Date" means 30 October 2019.

"Maturity Payment Date" means 1 November 2019.

"Maturity Interest" means 100% of the growth in the FTSE, at the end of the fixed term of six years. Subject to a maximum of 35% gross (5.13% AER) of your original investment. The growth of the FTSE 100 Index will be measured using the initial level of the Index at close of business on 30 October 2013 and the average level of the Index in the last 12 months of the investment, commencing 30 October 2018 to 30 October 2019 (monthly averaging using 13 averaging points).

"Plan Opening Period" means 12 August to 11 October 2013.

"Start Date" means 30 October 2013.



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