

keyfacts<sup>®</sup>

6 YEAR GROWTH DEPOSIT BOND  
ISSUE 24

# KEY FEATURES OF THE LEGAL & GENERAL 6 YEAR GROWTH DEPOSIT BOND 24.

AVAILABLE 9 DECEMBER 2013 TO 7 FEBRUARY 2014

This is an important document that you should keep in a safe place.

EVERY  
DAY  
MATTERS.<sup>®</sup>

  
Legal &  
General

# ▶ USING 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 24 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 24 (the Bond). The issue number denotes that this is the 24th 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 24

The Legal & General 6 Year Growth Deposit Bond 24 is a fixed term deposit bond that aims to provide a stock market linked return. You will receive 200% 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 performs, 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 24 has very specific aims.

- The Bond lasts six years and this is fixed.
- It gives you 200% 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.

# ▶ QUESTIONS 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.

**i** Details about residency are available from your tax office or on HM Revenue & Customs' website [www.hmrc.gov.uk](http://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.

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

[www.ftse.com/Indices/UK\\_Indices/index.jsp](http://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 26 February 2014.
- 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 200% 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 the role of Cater Allen Limited in the Bond on page 5.

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:

<b>Offer opens:</b>	<b>9 December 2013 to 7 February 2014</b>
<b>Any ISA transfer applications must reach us by:</b>	<b>24 January 2014</b>
<b>2013/14 cash ISA applications must reach us by:</b>	<b>7 February 2014</b>
<b>All other applications must reach us by:</b>	<b>7 February 2014</b>
<b>The Bond begins on:</b>	<b>26 February 2014</b>
<b>The Bond ends on:</b>	<b>26 February 2020</b>
<b>We'll receive your money from Cater Allen Limited on:</b>	<b>28 February 2020</b>
<b>Your money will be available to you from:</b>	<b>The next available working day</b>

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 21 February 2014.

The interest will 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.

**i** 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.

**i** See 'Could there be a delay in returning my money?' on page 13 to find out more about the Extraordinary Events that might delay your payment.

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 26 February 2014. 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 200%.

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 26th of each month, including all months between 26 February 2019 and 26 February 2020. If the 26th isn't a business day, we record the level on the next day that is.

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 10%	20% gross (3.08% AER*)	£5,800	£6,000
If the FTSE 100 Index grows by 20% 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.

**i** To find out more about reclaiming tax, talk to your tax office or visit the HMRC website at [www.hmrc.gov.uk](http://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.

**i** 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>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.



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.

**i** 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 24 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 24 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.

**i** 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.

**i** You can find out more about the FSCS (including amounts and eligibility to claim) by visiting its website [www.FSCS.org.uk](http://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?	<p>Yes. You may be able to make a claim of up to <b>£85,000</b> from FSCS, although any investment in this Bond will contribute towards your total claim against the bank or building society.</p> <p>If your claim is eligible and the total claim for compensation against The Royal Bank of Scotland plc is <b>£85,000</b> 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 <b>£85,000</b> in total, you may lose some or all of the money you hold in this Bond.</p> <p>The Royal Bank of Scotland plc operates under the trading names of The Royal Bank of Scotland, Direct Line, the One Account, Child &amp; 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.</p> <p>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.</p>	<p>Yes. You may be able to make a claim of up to <b>£85,000</b> from FSCS, although any investment in this Bond will contribute towards your total claim against the bank or building society.</p> <p>If your claim is eligible and the total claim for compensation against Cater Allen Limited is <b>£85,000</b> 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 <b>£85,000</b> in total, you may lose some or all of the money you hold in this Bond.</p> <p>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.</p> <p>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.</p>
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 and Wales 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](http://www.caterallen.co.uk)

You can check the Financial Services Register at [www.fca.org.uk](http://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. One of the biggest credit rating agencies is Standard & Poor's.

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



[www.legalandgeneral.com/credit-ratings](http://www.legalandgeneral.com/credit-ratings)

## 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.

## THIS IS AN IMPORTANT DOCUMENT. PLEASE KEEP IT SAFE FOR FUTURE REFERENCE.

These Terms and Conditions govern the Legal & General Deposit Bond.

Please read these Terms and Conditions along with the information in the Key Features, Application and the Addendum carefully.

### 1. DEFINITIONS

**“Addendum”** means the additional terms and conditions that relate to the specific offering of the Deposit Bond that you have chosen to invest in. The Addendum can be found at the end of these Terms and Conditions.

**“Application”** means your application to invest in the Deposit Bond which may be either a printed application form, provided by us, completed and signed by you, or a non-Written application, for example an application made over the telephone (or any other application method that we may make available in the future). Any non-Written application will require the same information and declarations and provide the same authority as the printed application form.

**“Balance”** means the current value of your investment in the Deposit Bond from time to time.

**“Cancellation Proceeds”** means your Subscription plus any Pre-Investment Interest.

**“Cash ISA”** means a cash based ISA.

**“Client Money Account”** means a current or deposit account held in our name at a bank, which is used to hold the money of one or more clients. The account’s title will include an appropriate description to indicate that it holds only clients’ money in accordance with our regulatory responsibilities. This account will be held with The Royal Bank of Scotland plc (or such other bank or authorised institution as we may select from time to time).

**“Declaration of Trust”** means the declaration of trust made by us in respect of your investment in the Deposit Bond.

**“Deposit”** means the amount of money you invest in a specific offering of the Deposit Bond. It is the Subscription plus any Pre-Investment Interest.

**“Deposit Bond”** means the structured deposit selected in your Application and covered by these Terms & Conditions. You may invest in the Plan through a Cash ISA or a Deposit Plan.

**“Deposit Plan”** means the part of your Deposit Bond that is not a Cash ISA.

**“Deposit Taker”** means the licensed deposit taker authorised by the PRA and regulated by the PRA and the FCA who will hold your deposit for the duration of the Plan.

**“Early Withdrawal Adjustment”** means the adjustment made to your Balance if you make a withdrawal or transfer or close your Deposit Bond after the Start Date and before the Maturity Date. It is calculated by the Deposit Taker as detailed in Clause 17.

**“Early Withdrawal Amount”** means the amount of money you will receive if you make a withdrawal or transfer or close your Deposit Bond after the Start Date and before the Maturity Date. The Early Withdrawal Amount will be the Balance (or the part of it that you are looking to withdraw or transfer) less the Early Withdrawal Adjustment.

**“Early Withdrawal Deadline”** means 5pm on the 7th and the 20th day of each calendar month or, where this is not a business day, then the previous business day.

**“Extraordinary Event”** means an event described in Clause 8.

**“FCA”** means the Financial Conduct Authority or any other successor regulatory body from time to time.

**“FCA Rules”** means the FCA’s Handbook of Rules and Guidance, as amended or replaced from time to time.

**“FTSE”** means the Financial Times Stock Exchange 100 Index.

**“HMRC”** means HM Revenue & Customs. They are responsible for collecting taxes.



**“Holding Value”** means your Deposit minus any Early Withdrawal Amounts.

**“Income”** means any interest earned on your Deposit between the Start Date and the Maturity Date as detailed in the Addendum if applicable.

**“ISA”** means an account which is a scheme of investment satisfying the conditions prescribed in the ISA Regulations.

**“ISA Manager”** means Legal & General (Portfolio Management Services) Limited.

**“ISA Regulations”** means the Individual Savings Account Regulations 1998, as amended from time to time.

**“Key Features”** means the document describing the important characteristics of the Deposit Bond, including its aims and associated risks.

**“Maturity Date”** means the date on which a specific offering of the Deposit Bond is due to mature, as detailed in the Addendum.

**“Matured Deposit”** means the amount of money we will hold for you after the Maturity Date in accordance with clause 4 of these Terms and Conditions. It is the Holding Value plus any Maturity Interest.

**“Maturity Interest”** means the interest earned on your Deposit, which is payable at the Maturity Date as detailed in the Addendum.

**“Maturity Payment Date”** means the date detailed in the Addendum on which the Deposit Taker will transfer your Maturity Interest and repay your Holding Value to us. We will hold it in a Client Money Account with The Royal Bank of Scotland plc (or such other bank or authorised institution as we may select from time to time).

**“Nominated Bank Account”** means the bank account you detail in the Application for the payment of any Income or Early Withdrawal Amounts. Your Nominated Bank Account must be a UK bank or building society account held with a UK branch of a bank or building society, of which you are a named holder. You can subsequently notify us of any changes to your Nominated Bank Account. If you fail to provide us with a Nominated Bank Account we may use the bank account details from which you sent us your Subscription as your Nominated Bank Account.

**“Plan Account”** means one or more deposit accounts in our name with the Deposit Taker, holding the deposits made by all investors in respect of a specific offering of the Deposit Bond.

**“Plan Manager”** means Legal & General (Portfolio Management Services) Limited.

**“Plan Opening Period”** means the period during which we may accept Applications for a specific offering of the Deposit Bond or further investment into an existing Plan, as detailed in the Addendum.

**“PRA”** means the Prudential Regulation Authority or any other successor regulatory body from time to time.

**“Pre-Investment Interest”** means the interest that is earned on your Subscription prior to the Start Date. It is calculated on a daily basis at the rate shown in the Addendum.

**“Regulations”** means any laws, regulations or rules applicable to the Deposit Taker, us or you, including, without limitation, the FCA Rules and any tax laws.

**“Related Company”** means any company which is in the Legal & General group.

**“Start Date”** means the date on which the Plan Account and the Deposit Bond commences, as detailed in the Addendum.

**“Subscription”** means the amount of money you initially provide to us as a single payment to invest in the Deposit Bond during the Plan Opening Period. For an ISA transfer, this includes any Transfer Value.

**“Terms and Conditions”** means these Terms and Conditions as amended from time to time.

**“Transfer Value”** means the value of an ISA transferred from one ISA manager to another.

**“US Person”** means any natural person resident in the United States of America, any partnership or corporation organised or incorporated under the laws of the United States of America, any estate of which any executor or administrator is a US Person, any trust of which any trustee is a US Person, any agency or branch of a foreign entity located in the United States of America, any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person, any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States of America, and any partnership or corporation if organised or incorporated under the laws of any foreign jurisdiction and formed by a US Person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933, unless it is organised or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts.

**“Valuation Date”** means the 8th and 21st day of each calendar month or if this is not a business day, then the following business day.

**“we”, “us” or “our”** means Legal & General (Portfolio Management Services) Limited.

**“Written” or “in Writing”** means an instruction that you have signed.

**“you” or “your”** means the individual(s) who has/have applied to invest in the Deposit Bond under these Terms and Conditions. For a Deposit Plan, this includes any company or other corporate body, a trust and the trustees.

These Terms and Conditions, the Key Features, the Addendum and the Application are governed by English law.

If there is any inconsistency between the Regulations and these Terms and Conditions, the Regulations will prevail.

These Terms and Conditions are in addition to any terms and conditions relating to other investment accounts you may hold with us, which shall remain in place and are unaffected by these Terms and Conditions.

## 2. INTRODUCTION

These Terms and Conditions will govern your investment in the Deposit Bond from the date we accept an Application from you in accordance with Clause 3.

By agreeing to these Terms and Conditions, you have appointed us to act as your:

- (i) ISA manager in connection with a Cash ISA; and/or
- (ii) Plan manager in connection with a Deposit Plan.

We will act as a trustee when dealing with your Deposit in accordance with these Terms and Conditions, the Declaration of Trust and the Regulations. Please see Clause 6 for more details.

Please see Clause 5 for more details on how your money is held.

## 3. ACCEPTANCE

At our discretion, a Deposit Bond will be opened in your name if before the end of the Plan Opening Period we have received, at the address given in Clause 30, both an acceptable Application and Subscription payment, subject to clearance of funds. This includes opening a Deposit Bond by transferring a Cash ISA from another ISA manager.

Faxed or emailed Applications will not be accepted unless we agree to do so in advance with you separately.

You must ensure that the information provided in the Application is accurate. We are entitled to rely on the accuracy of the information contained in your Application. We reserve the right to reject any Application and, in particular, may do so if you don't use the correct Application form.

The minimum allowable Subscription into a Deposit Plan is detailed in the Key Features; there is no maximum Subscription. The minimum and maximum allowable Subscription into a Cash ISA can be found in the Key Features. There is no maximum allowable Subscription by way of a transfer of an existing Cash ISA.

An investment in a Deposit Bond will not be accepted if, in our reasonable opinion:

- (a) you are not eligible to invest in the Deposit Bond; or
- (b) the Application is incomplete, or needs clarification.

We reserve the right to reject an Application if:

- (a) the Deposit Bond offering is over-subscribed; or
- (b) the Deposit Bond offering is under-subscribed; and/or
- (c) in situations where the Deposit Taker does not meet our internal governance procedures (for example, if the Deposit Taker has entered into an insolvency situation and/or the Deposit Taker has experienced a credit rating downgrade by a credit rating agency); and/or
- (d) in situations where the Deposit Taker, due to changes in market conditions or as a result of changes to law and regulations, withdraws or alters the terms of the Deposit Bond and you are being disadvantaged.

In these cases we would write to you to let you know when we will return your money or if an alternative Deposit Bond is available.

We may ask you for any additional information, which we may need to verify, your identity. If, after a reasonable period of time, we haven't received the information requested, your Deposit Bond will be closed and an Early Withdrawal Adjustment will be applied. If your Application was in a Cash ISA, you will also be deemed to have used some or all of your Cash ISA allowance for that tax year depending on the amount of your Subscription.

If any Subscription payment has not cleared by 14 calendar days before the Start Date, we reserve the right to cancel your investment in the Deposit Bond. Pre-investment interest will start to be earned within one business day of receipt of your Application and Subscription.

If we don't accept your Application for any reason, your Subscription will be returned to the original source of the Subscription payment. This includes returning the Transfer Value to another ISA manager.

The Deposit Bond is not available to US Persons. Further information can be found in the policy referred to in Clause 29.

Once a Deposit Bond has been opened in your name, you may not use it as security in any circumstance.

### New Cash ISA

It is your responsibility not to exceed the overall ISA subscription limit prescribed by HMRC. If we identify an over-subscription, we will return without interest, any part of a Subscription received for a Cash ISA that is in excess of the limits allowed by HMRC.

Where a Subscription in a Deposit Bond through a Cash ISA exceeds the ISA limit by more than £1,000, we reserve the right to reject the whole Subscription and return it to you.

Where you make an Application to invest in a Deposit Bond through a Cash ISA other than in Writing, we will send you a written declaration confirming all the details you provided in the Application. You should tell us if any part of the Application is incorrect and to advise of the corrections that should be made. If you submit your corrections the revised declaration will take effect from the date of the original declaration was created. If you originally told us that you do not have a National Insurance number, but we become aware that you do, we will make the Cash ISA void and open a new Cash ISA with the revised declarations from the date on which it is created. If you wish to invest in a Deposit Bond through a Cash ISA and your Application does not include your:

- (a) date of birth;
- (b) full name; or
- (c) address including postcode,
- (d) National Insurance number (if you have one)

it may only be accepted subject to you providing the missing information within 30 calendar days. If we do not receive this information within 30 calendar days, your Cash ISA will be converted to a Deposit Plan and this will remain invested in the Deposit Bond.

## TRANSFER OF AN EXISTING CASH ISA

We will allow a Cash ISA to be transferred from another ISA manager to us, as long as we have received all the information we require to complete the transfer.

Any Cash ISA(s) to be transferred must first be converted to cash. The Transfer Value must not be less than the current minimum payment into a Cash ISA as detailed in the Key Features

If we have received, at the address given in Clause 30, both an acceptable Application and a Transfer Value from your previous ISA manager before the end of the Plan Opening Period, the Cash ISA will be transferred (subject to the clearance of funds).

If, after a transfer of your Cash ISA from the other ISA manager and before the end of the Plan Opening Period, we receive further Transfer Values from the other ISA manager of £25 or more, these amounts will be added to your Subscription.

Ordinarily we will return to your previous ISA Manager any Transfer Values we receive after the Start Date.

## 4. CANCELLATION RIGHTS

You have the right to change your mind about investing in a Deposit Bond. You can withdraw from the Deposit Bond no later than the 14th calendar day after receiving a cancellation notice from us in the post (this will be headed 'Notice of the Right to Cancel'). Your Deposit Bond will continue if we don't receive your cancellation notice within the relevant 14 calendar day period.

A cancellation notice will be sent to you by post as follows:

- (a) Cash ISA transfers – notice sent with the welcome letter when the Transfer Value has been received and paid into a Client Money Account.
- (b) In all other cases – notice sent with the welcome letter when your Subscription has been received and paid into a Client Money Account.

If you wish to cancel your Deposit Bond, your instruction can only be accepted in Writing.

If you exercise the right to cancel your Deposit Bond we will return the Cancellation Proceeds to you (or as you instruct if you cancel a Cash ISA transfer). Pre-investment earned will be sent directly to you.

If you cancel part of your Deposit Bond we will return the amount requested to you. You will not receive any Pre-Investment interest.

The proceeds will be returned to the original source of the Subscription payment except for Cash ISA transfers, which you can choose to be returned to your previous ISA manager or to yourself. We'll return to the original source unless the original source doesn't belong to the customer or is no longer active or valid.

If you exercise your right to cancel a Cash ISA transfer, you will permanently lose your ISA allowance relating to that transfer, unless you request the Transfer Value to

be returned to your previous ISA manager and they are willing to accept it. You must indicate your preference for the Transfer Value to be returned to your previous ISA manager on the cancellation notice, otherwise it will be returned to you.

Where possible the proceeds will be returned to the original source of the Subscription payment except for Cash ISA transfers, which can be returned to your previous ISA manager or to yourself. Where we are unable to return the proceeds to the original source of payment, we'll contact you to confirm the alternative payment details.

The payment of any Cancellation Proceeds will be made once we are certain of cleared funds in respect of your investment in the Deposit Bond. Banks and building societies may take up to 21 business days to fully honour any payment.

Please see Clause 21 for more details on how payments are made.

If we receive your cancellation notice after the 14 calendar day cancellation period and after the Start Date it will be treated as making a withdrawal before the maturity date and will be subject to an Early Withdrawal Adjustment. Please see Clause 17 for more details on early withdrawals and Early Withdrawal Adjustments

## 5. HOW SUBSCRIPTIONS ARE ADMINISTERED AND INVESTED

### Administration before the Start Date

All Subscriptions are paid into a Client Money Account no later than the business day after we receive them and we hold them there until the Start Date. The money cannot be utilised by us for any other purpose. Payment into the Plan Account will be made by us to the Deposit Taker on the Start Date, at which point the money within the Client Money Account will be due to us. The Client Money Account will be held with The Royal Bank of Scotland plc (or such other bank or authorised institution as we may select from time to time).

We do not accept liability for any default by any bank or authorised institution that holds the Subscriptions until the Start Date under these Terms and Conditions. However, you may be entitled to compensation under the Financial Services Compensation Scheme, details of which are available in the Key Features.

Your Subscription will earn Pre-Investment Interest between the date your Subscription is treated as cleared and the day stated in the Addendum. The Pre-Investment Interest will be added to your Subscription on the Start Date. More information regarding the Pre-Investment Interest can be found in the Addendum.

### Investment on the Start Date

Your Deposit will be invested by us in the relevant Plan Account on the Start Date.

The Deposit will be held by the Deposit Taker in the Plan Account until the Maturity Date, unless you cancel your Deposit Bond or withdraw all of the Balance before the Maturity Date in accordance with these Terms and Conditions.



## 6. TRUST ARRANGEMENT

We act as your trustee in respect of your investment in the Deposit Bond from the day that we receive your Subscription to the day that we pay you the proceeds of the Deposit Bond following the Deposit Bond's maturity. This means that legally we own your investment, whether it is in a Client Money Account or a Plan Account, but you are the beneficial owner under this trust arrangement. You are therefore always entitled to the proceeds of the Deposit Bond, including repayment of your Subscription, any Pre-Investment Interest, Income and Maturity Interest.

The fact that we act as trustee in respect of your investment in the Deposit Bond does not affect your ability to cancel or transfer your Deposit Bond in accordance with these Terms and Conditions or to make an early withdrawal in accordance with these Terms and Conditions.

## 7. CONFLICTS OF INTEREST

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 have a policy on how to identify and manage these conflicts throughout the time you hold your investment in the Deposit Bond.

A summary of our policy is detailed below. A copy of the full policy is available on request from the address in Clause 30.

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 of interest;
- (d) will keep a written record of any conflicts of interest or potential conflicts of interest;
- (e) if appropriate, will disclose any relevant conflicts of interest to a customer before undertaking business with that customer;
- (f) will carry out an annual review to identify any new conflicts of interest; 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.

## 8. 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 and Conditions 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 Key Features or these Terms and Conditions as a result of an Extraordinary Event, but we will use reasonable efforts to minimise any adverse impacts on you as far as reasonably possible and we 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 these Terms and Conditions, 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 Bond is dependent on 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 Bond at the Start Date, the Maturity Date and any applicable anniversary date will be conclusive and binding on you.

## 9. INFORMATION PROVIDED

### Welcome Letter and Contract Notes

We will send you a welcome letter after your Subscription has been processed. This will include your cancellation notice. Please see Clause 4 for details on the cancellation notice.

On the Start Date we will send you a contract note confirming that your Deposit has been invested in the Plan Account. It will show the Start Date, any Pre-Investment Interest earned and confirm the total amount of your Deposit.

### Regular Statements

Every year, we will send you a statement showing all the transactions in your Deposit Bond since the last statement. This will include a Holding Value of your Deposit Bond. If you don't make a withdrawal prior to the Maturity Date, the Holding Value of your Deposit Bond will remain the same until your Deposit Bond matures. Details on how early withdrawals are calculated are set out in Clause 17.

Details of the exact statement dates are available from us on request.

## 10. DEPOSIT BOND RETURNS

### Income

If there is the option to receive an Income from your Deposit Bond, any Income will be paid as detailed in the Addendum, into the Nominated Bank Account.

If you have not provided Nominated Bank Account details to us, we will make reasonable efforts to contact you and confirm them before any payment of Income is made. If you fail to provide us with details of a Nominated Bank Account we may use the bank account details from which we received your Subscription as your Nominated Bank Account.

Specific details on any Income payments are shown in the Addendum.

### Maturity Interest

On, or around the Maturity Date, we will write to you outlining the options available in respect of your Matured Deposit (less any deduction for tax as detailed in Clause 14). You will need to instruct us on how to deal with the proceeds of your Matured Deposit. Pending your instructions, we will hold the proceeds of your Matured Deposit in a Client Money Account with The Royal Bank of Scotland plc (or such other bank or authorised institution as we may select from time to time).

If, after a reasonable period of time, we have not received your instructions, we reserve the right to pay the Matured Deposit to your Nominated Bank Account. Where you have not provided us with your Nominated Bank Account details we reserve the right to pay the Matured Deposit to a non interest-bearing account in a UK bank or building society, as outlined in Clause 21.

If you invested in the Deposit Bond through a Cash ISA, once the proceeds of your Matured Deposit have been transferred to a non interest-bearing account in a UK bank or building society, you will permanently lose your ISA allowance relating to that Cash ISA.

## 11. CHARGES

There are no charges for you to pay directly. The charges for the Deposit Bond are taken into account when we set your returns. They will be no more than 6.25% of your original investment.

If you take your money out before the end of the fixed term, what you get back could be effected by these charges, along with factors that effect the current value, as outlined in Clause 17.

## 12. DO WE RECEIVE ANY REMUNERATION?

We will be paid a maximum of 6.25% of the combined deposit amount of all investors for a specific offering of a Deposit Bond by the Deposit Taker or by a company in the same group as the Deposit Taker. This will have no effect on the amounts due to you under these Terms and Conditions. This remuneration will be used to meet our distribution costs (including commission paid to the financial consultant or distributor who has introduced you to us) as well as our ongoing expenses.

## 13. TAX RECLAIMS

You authorise us to apply to HMRC on your behalf to make all appropriate claims for the repayment of, or credit against, tax in respect of money held under your Cash ISA and any income it produces. For this purpose you authorise us to provide HMRC with all relevant information and documentation about you and the Deposit Bond as may be required for this purpose.



## 14. TAXATION ON MY DEPOSIT BOND

- (a) In respect of the Deposit Bond, unless the circumstances in Clause 14(e) below apply, any Pre-Investment Interest, Income and Maturity Interest accruing on your Subscription will be paid after the deduction of income tax at the basic rate of income tax in the UK at the time and each will form part of your taxable income in the tax year in which they are paid. Any tax is deducted at source by the Deposit Taker.
- (b) Higher rate and additional rate tax payers will have further tax to pay. If you are in receipt of age allowance, the payments could impact your entitlement to age allowance.
- (c) If you pay tax at less than the basic rate, you may be able to reclaim some or all of the tax deducted from HMRC by using the tax voucher we will issue to you with your payments of Income and when your Deposit is repaid with or without Maturity Interest on or around the Maturity Date.
- (d) If you pay tax at less than the basic rate and are entitled to receive payments of interest gross (i.e. without deduction of tax), we cannot accept an HMRC Form R85 and interest payments will be paid net of basic tax. You may be able to reclaim some or all of the tax deducted from HMRC using the tax voucher we will issue to you with your payments of Income and when your Deposit is repaid with or without Maturity Interest on or around the Maturity Date. If you are eligible to complete an R105 AUT form, we can accept this from you. Please see the HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk) for more details on how to reclaim such tax or contact your tax adviser to obtain further details.
- (e) No tax is currently payable on any Pre-Investment Interest, Income and Maturity Interest arising from investments in the Deposit Bond held in a Cash ISA or for a pension scheme and certain other corporate and trustee investments in a Deposit Bond.
- (f) Please note that tax law is subject to change.

## 15. LIABILITIES

We classify you as a retail client under the FCA Rules. This means you'll receive the greatest level of regulatory protection available under the FCA Rules.

- (a) We and any Related Company will not be liable for any loss of opportunity under which the value of your Deposit Bond could have increased or for any decline in the value of your Deposit Bond or for any taxation charges, unless such loss of opportunity, decline or tax charge is the result of the fraud, negligence, breach of these Terms and Conditions or wilful default on our or their part.
- (b) We and any Related Company will not be liable for any errors of fact or judgment or for any action lawfully taken or omitted to be taken by us or them, unless such errors or actions are the result of fraud, negligence, breach of these Terms and Conditions or wilful default on our or their part.

- (c) In the event of any failure, interruption or delay in the performance of our obligations resulting from an Extraordinary Event or other circumstance not reasonably within our control, we and any Related Company will not be liable or have any responsibility for any kind for any loss or damage you incur or suffer as a result, unless such loss or damage are the result of fraud, negligence, breach of these Terms and Conditions or willful default on our or their part.

## 16. WHEN WE CAN CLOSE A DEPOSIT BOND OR REPAIR AN ISA

In certain circumstances we may need to close your Deposit Bond. If we do need to close your Deposit Bond we will write to you and let you know, giving you at least 30 calendar days' prior written notice.

Circumstances in which we may need to close your Deposit Bond include:

- (a) If you commit a breach of these Terms and Conditions and if such breach is capable of remedy, you fail to remedy such breach with 30 calendar days of us asking you to remedy such breach.
- (b) If the Holding Value of your Deposit Bond falls below £350.
- (c) You notify us that you are or have become a US Person or if we discover that you are or have become a US Person.
- (d) Changes to the Regulations which mean that it is no longer feasible to continue to operate it.
- (e) If we are in breach of the Regulations due to our role in providing the Deposit Bond.
- (f) If an event outside our reasonable control occurs (as described in Clause 8 of these Terms and Conditions), which means that it is no longer practicable for us to operate the Deposit Bond.

Please note, in the event the circumstances in paragraphs a, b or c above occur, an Early Withdrawal Adjustment will be applied. There will be no Early Withdrawal Adjustment if your Deposit Bond is closed because of the circumstances in paragraphs d, e or f arising.

We will tell you if the Cash ISA through which you have invested in the Deposit Bond has, or will, become void, (i.e. it is no longer exempt from tax), because we have failed to satisfy the provisions of the ISA Regulations. Unless HMRC allows the Cash ISA to be repaired, once it is identified as void, the remaining investment will be moved outside the Cash ISA and into a Deposit Plan, but you will remain the beneficial owner.

HMRC will let you know if the Cash ISA through which you have invested in the Deposit Bond has or will become void because you have failed to satisfy the provisions of the ISA Regulations. Once it is identified as void, your investment will be moved outside the Cash ISA into a Deposit Plan, but you will remain the beneficial owner.

If your ISA becomes void, unless you instruct us otherwise, we will deduct from your Deposit Bond the value required to make any payment as HMRC may demand.

## 17. MAKING WITHDRAWALS BEFORE THE MATURITY DATE

You may withdraw £500 or more from your Deposit Bond at any time before the Maturity Date provided that the Balance of your Deposit Bond after a withdrawal is at least £500. If the withdrawal instruction received allows the Balance to fall below £350, we reserve the right to make a full cash withdrawal of your Deposit Bond.

You must be clear in any partial withdrawal instruction whether you wish to withdraw a specified amount, net of the Early Withdrawal Adjustment, or a set proportion of the Balance. You can obtain from us an estimate of the Balance, as at the latest Valuation Date.

All early withdrawals will be subject to an Early Withdrawal Adjustment, therefore the Early Withdrawal Amount may be less than the Deposit. Early withdrawals will also effect your final payment at maturity of the Deposit Bond. You will only receive Maturity Interest on the Holding Value on the Maturity Date. You will not receive any Maturity Interest on amounts that have been withdrawn before the Maturity Date.

You may make full or partial withdrawals of your investment in the Deposit Bond by giving us Written instruction at the address in Clause 30, or instruction by any other method as agreed with us. Once your instruction has been received, it cannot subsequently be changed or withdrawn. Any non-Written instructions may need to be confirmed in Writing. Faxed or emailed withdrawal instructions will only be accepted with our prior agreement.

Your withdrawal instruction will be processed unless we need to:

- (a) confirm or check your instruction;
- (b) confirm or check your signature; or
- (c) confirm a change of personal details.

Your instruction will be carried out on the Valuation Date following the next available Early Withdrawal Deadline. On that Valuation Date we will request for the Deposit Taker to send the amount of money that you specified in your withdrawal instruction to us. To facilitate your payment, we will place money into a Client Money Account on the business day following the Valuations Date. From that date it is your money in the Client Money Account; it cannot be utilised by us for any other purpose. The money is retained in the Client Money Account until we are able to release the payment to you. Any proceeds subsequently received from the Deposit Taker are due to us.

Please see Clause 21 for details on how and when payment will be made.

How much you get back from an early withdrawal depends on the current value of your Deposit Bond, which the Deposit Taker calculates when you take your money out. The value of your Deposit 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 at the relevant time, any hedging transactions that the Deposit Taker has entered into to hedge its liabilities in respect of the Deposit Bond and other market data the Deposit Taker has available to them.

## 18. TRANSFERRING YOUR ISA TO ANOTHER ISA MANAGER

### Transfer out before the Maturity Date

You may, at any time before the Maturity Date, request us to transfer all or part of the Cash ISA through which you have invested in the Deposit Bond to another ISA manager, in accordance with the ISA Regulations. The transfer will take place on your instruction within such time as may be agreed between the parties, subject to a reasonable business period (not exceeding 15 calendar days) required by us to implement any instructions.

### Cash Transfer

If you request for the transfer to be in cash, we will request for the Deposit Taker to remit the amount of money that you specified to meet the requested Transfer Value.

Partial transfers can be made provided that the Balance after a transfer is at least £500. If the transfer instruction received will result in the Balance falling below £350, we reserve the right to make a full transfer of your Cash ISA to the new ISA manager.

If the requested Transfer Value is higher than the value of your Deposit Bond, no transfer will proceed and we will inform the other ISA manager of this.

All transfers before the Maturity Date will be subject to an Early Withdrawal Adjustment, therefore the Early Withdrawal Amount being transferred may be less than the Deposit. Transferring some of your money out of your Cash ISA will also effect your final payment at maturity.

Unless you instruct us otherwise, your instruction will be carried out on the Valuation Date following the next available Early Withdrawal Deadline once we have received all the information we reasonably require. On that Valuation Date we will request for the Deposit Taker to send the transfer amount that you specified to us. To facilitate the payment to another ISA Manager, we will place this money into a Client Money Account on the business day following the Valuation Date. From that date it is your money and is held and protected in the Client Money Account, and it cannot be utilised by us for any other purpose. The money is retained in the Client Money Account until we are able to release the payment to the other ISA manager.

Please see Clause 21 for details on how and when payment will be made.

We will remit the Early Withdrawal Amount to your new ISA Manager within 5 business days of the relevant Valuation Date.

How much the ISA transfer amount is depends on the current value of the Plan, which the Deposit Taker calculates when you take your money out. The value of your Plan 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 at the relevant time, any hedging transactions that the Deposit Taker has entered into to hedge its liabilities in respect of the Plan and other market data the Deposit Taker has available to them.

### Transfer out after the Maturity Date

After the Maturity Date, you may request us to transfer the Cash ISA through which you have invested in the Deposit Bond to another ISA manager in accordance with the ISA Regulations. The transfer will take place on your instruction within such time as may be agreed between the parties, subject to a reasonable business period (not exceeding 15 calendar days) required by us to implement any instructions.

## 19. TRANSFERRING YOUR PLAN BETWEEN PENSION SCHEMES

We allow a Deposit Bond to be transferred from a pension scheme trustee ("First Trustee") to another pension scheme trustee ("Second Trustee"). The First Trustee and Second Trustee will be required to sign a re-registration agreement. This agreement will allow the First Trustee to relinquish all interests in the Deposit Bond and for us to allow the Deposit Bond to be re-registered in the name of the Second Trustee who will take over the Deposit Bond on exactly the same terms as the First Trustee.

These Terms and Conditions will continue to apply to the Deposit Bond upon and after transfer until the Maturity Date.

## 20. MAKING WITHDRAWALS AFTER THE MATURITY DATE

We receive your Matured Deposit into a Client Money Account no later than 2 days after the Maturity Date, as shown in the Addendum. We will hold your Matured Deposit in the Client Money Account pending your instructions, as outlined in Clause 21. This Client Money Account will be held with The Royal Bank of Scotland plc (or such other bank or authorised institution as we may select from time to time). You can contact us at the address in Clause 30 for details on the current interest rate.

You may make full or partial withdrawal of your Matured Deposit by giving us Written instruction at the address in Clause 30, or instruction by any other method as agreed with us. Once your instruction has been received, it cannot subsequently be changed or withdrawn. Any non-Written instructions may need to be confirmed in Writing. Faxed or emailed withdrawal instructions will only be accepted with our prior agreement.

Your withdrawal instruction will be processed unless we need to:

- (a) confirm or check your instruction;
- (b) confirm or check your signature; or
- (c) confirm a change of personal details.

We do not accept liability for any default by any bank or authorised institution that holds the matured Deposit Bond proceeds after the Maturity Date under these Terms and Conditions. However, you may be entitled to compensation under the Financial Services Compensation Scheme, details of which are available from us on request.

## 21. WITHDRAWAL PAYMENTS

Whenever:

- (a) you make a cash withdrawal from the Deposit Bond;
- (b) you make a cash transfer to another ISA manager; or
- (c) your Deposit Bond is closed,

all payments will be made by BACS transfer for your protection. Payments for withdrawals and Deposit Bond closure will be paid into your Nominated Bank Account. Payment to your Nominated Bank Account will mean that we are no longer liable in relation to the payment.

We may delay payment if we reasonably believe that we should do so for your protection or as required by law. Where we have good reason to query a signature, your identity, or the validity of an instruction, we will not make payment until the query has been resolved to our reasonable satisfaction. Where you haven't provided us with sufficient payment details, we will make reasonable efforts to contact you and confirm them before any payment is made. Whilst we are waiting for any such query to be resolved, the proceeds will be held in a Client Money Account and no interest will be paid.

If you instruct us to make a payment to a non-Sterling bank account, payment will be made in Sterling and we will not pay any costs for currency conversion. We reserve the right to claim back from you any charges associated with a transfer into a non-Sterling bank account.

Payment can be made by cheque at your request and risk. Cheques will be sent to the address you nominate by first class post. We cannot be held responsible if the cheque fails to arrive in the post. You have the right to ask us to cancel and re-issue the cheque.

No interest will be earned between the date your money is withdrawn from the Deposit Bond and the date any payment clears into your bank or building society account. We reserve the right to deduct any outstanding fees, charges and expenses from the amount you withdraw.

Payments to anyone other than you will only be made on:

- (a) death (see Clause 22); or
- (b) when transferring to another ISA manager (see Clause 18).

Individuals holding powers of attorney can either instruct Payments to be made to the account of the person they have power to act on their behalf or into a client money account they operate. Please see Clause 23 for how any money will be treated if, for whatever reason, we cannot pay you.

### Early withdrawal payments

Any amounts that you withdraw early from the Deposit Bond will normally be sent or transferred within 5 business days of the relevant Valuation Date. It can take a further 3-5 business days for the payment to reach your bank account. Where a withdrawal is made shortly after you invest money in the Deposit Bond, the proceeds will only be paid once we are assured of cleared funds in respect of that investment. Banks and building societies may take up to 21 working days to fully honour any payment.



### Maturity payments

Sums payable following the maturity of a Deposit Bond will normally be sent to you after the Maturity Date and within 7 business days of receiving your instruction to withdraw the Matured Deposit. It can take a further 3-5 business days for the payment to reach the account.

## 22. PROCEDURE FOLLOWING DEATH

For Deposit Bonds held in more than one name, the Deposit Bond will continue in the name(s) of the surviving investor(s).

Upon your death, the Cash ISA through which you have invested in the Deposit Bond automatically terminates in accordance with the ISA Regulations, but your Deposit will remain invested in the Deposit Bond through a Deposit Plan.

For Deposit Bonds held in a single name, including those invested in through a Cash ISA, where we receive a notification of death before the Start Date we will not invest your Deposit with the Deposit Taker. Instead, after the Start Date we will move your Deposit into the Client Money Account, where no interest will be paid, waiting for the Estate instructions.

For Deposit Bonds held in a single name, including those invested in through a Cash ISA, where we receive a notification of death after the Start Date, once we have all the documentation we reasonably need to establish proof of death and proof of entitlement your personal representative(s) may elect to:

- (i) close the Deposit Bond and receive the Early Withdrawal Amount and any interest that has accrued after the notification of death, if you are receiving income from your Deposit Plan; or
- (ii) transfer the Deposit Bond into a Deposit Bond in the name of one or more beneficiaries. If your personal representatives require a Deposit Bond to be opened with us in another investor's name, we may require verification of identity from the new Deposit Bond holder.

If your personal representative(s) elect(s) to close the Deposit Bond, their instruction will be carried out on the Valuation Date following the next available Early Withdrawal Deadline. On that Valuation Date we will request the Deposit Taker to pay the Early Withdrawal Amount to us. To facilitate payment to your personal representatives, we will place money into a Client Money Account on the business day following to Valuation Date. From that date it is your money and is held in the Client Money Account, and it cannot be utilised by us for any other purpose. The money is retained in the Client Money Account until we are able to release the payment to your personal representatives. Any proceeds subsequently received from the Deposit Taker are due to us.

Any amounts withdrawn will normally be sent within 5 business days of the relevant Valuation Date. It can take a further 3-5 business days for the payment to reach the account, where the payment is instructed to be made by your personal representative, if it is being paid using BACS.

Your personal representatives must confirm they have read the Terms and Conditions and understand they form the basis of our agreement with them.

## 23. UNCLAIMED ASSETS

All unclaimed monies will be held in a Client Money Account and no interest will be paid.

We will send you an annual statement that will show any cash balances held in the Client Money Account. For amounts over £10 we'll hold your money in a Client Money Account for a maximum period of six years. During these six years we'll make reasonable efforts to contact you. If we are unsuccessful at the end of the six years, we'll then write to you at your last known address to tell you that we'll no longer treat your money as client money. This will not affect your rights to subsequently claim your money if you so wish; we will still pay what is due to you.

If the unclaimed amount is £10 or less, we reserve the right to pay it to a charity, after reasonable efforts have been made to contact you. Any payments will be in accordance with our Charity Policy, a copy of which is available upon request. However, should you wish to subsequently claim your money after we've made the payment to charity, we will still pay what is due to you.

## 24. CHANGING THESE TERMS AND CONDITIONS

We may make fair and reasonable changes to these Terms and Conditions at any time by giving you at least 30 days prior written notice provided that such variations or changes are permitted under the Regulations.

We'll only make changes for one of the following reasons:

- (a) To make these Terms and Conditions, clearer or more favourable to you.
- (b) To proportionately reflect legitimate increases or reductions in the cost of providing the Deposit Bond, which includes:
  - (i) changes to the way we are taxed; and
  - (ii) changes to the way you are taxed.
- (c) To reflect an Extraordinary Event;
- (d) To comply with applicable law, regulation, the judgment of any court, regulator, ombudsman or any regulatory guidance or codes or
- (e) To reflect a change in our corporate structure that doesn't have an unfavourable impact on the Deposit Bond but which does require us to make certain changes to these Terms and Conditions.

If you are unhappy with any such changes you can transfer your Cash ISA through which you invested in the Deposit Bond (see Clause 18) or close your Deposit Bond without penalties (see Clause 17). Please note that an Early Withdrawal Adjustment will still be applicable.

## 25. TRANSFERRING OUR DUTIES

We may appoint any person, whether or not a Related Company, to advise on or perform any of our functions under these Terms and Conditions as long as this is allowed by the Regulations. We may provide information about you and your Deposit Bond to any such person. However, we will not appoint any person unless we are satisfied that they are competent to perform such tasks. Our liability under these Terms and Conditions shall not be affected by the appointment of any such person.

We may transfer to any Related Company all or any of our rights and obligations under these Terms and Conditions. However, we will not do so unless we are satisfied that such company is competent to perform such tasks and will do so to a standard which is at least as high as the one to which we have performed our obligations under these Terms and Conditions. We will notify you in writing 30 calendar days before any such transfer.

- (a) We may no longer be able or willing to act as the Plan Manager and/or ISA Manager for the Deposit Bond in certain limited circumstances. Such circumstances will be as follows:
- (i) We cease to be approved by HMRC to act as ISA Manager for Cash ISAs; and/or
  - (ii) We are no longer authorised by the FCA to act as Plan Manager.

In the event that the circumstances in this Clause 25 occur, and we can no longer act as Plan Manager or ISA Manager, we will write to you with as much notice as possible to let you know how this change will affect your Deposit Bond and the way your Deposit Bond will be managed in the future.

- (b) Notwithstanding Clause 25(a), we may appoint another company to be the manager of your Deposit Bond under these Terms and Conditions provided that 30 calendar days notice has been given to you.

## 26. REGULATORS

Legal & General (Portfolio Management Services) Limited is authorised and regulated by the Financial Conduct Authority.

## 27. VERIFICATION OF 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 relating to 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 investment.

If, after a reasonable period of time, we haven't received the information requested, which we require to verify your identity, we may close the Deposit Bond.

## 28. COMPLAINTS AND POLICIES

We have a procedure for handling any complaints relating to the operation of your Deposit Bond. A copy is available on request at the address set out in Clause 30. In the event you are not satisfied with the resolution of your complaint, you also have a right to complain directly to the Financial Ombudsman Service.

You can also request copies of the following policies from the address details in Clause 30:

- (a) Investments held in joint names.
- (b) Investments held by overseas investors.
- (c) Locating customers without an address.
- (d) Charity payments.
- (e) Conflicts of interest

## 29. INFORMING US OF CHANGES

You agree to inform us, without delay, of any change in your circumstances or status, including any change of address, name, bank account or residency status.

Where we have identified that your circumstances have changed, we may take reasonable steps to make enquiries to re-establish contact with you. In order to make these enquiries, we may need to share your details with trusted external parties.

It is your responsibility to keep us informed if your Nominated Bank Account details change. You can instruct us at any time to change your Nominated Bank Account.

Subject to completing any necessary checks, we will make this change, although payments due to be paid to you within the period of change may still be sent to your previous Nominated Bank Account.

You agree to notify us immediately if you are or become a US Person.



### 30. GIVING NOTICE AND CORRESPONDENCE

We will only carry out instructions if they are from you or your authorised representatives. Any instruction given to us must be in Writing (or another method we agree with you) and should be sent to and will only become effective when received 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

If we change the above addresses after an Application has been accepted, we will provide you with the new details as soon as possible.

We will acknowledge all instructions and carry them out except:

- (a) where these Terms and Conditions have not been materially complied with by you;
- (b) where we believe that the instructions are not able to be carried out; or
- (c) where the instructions are contrary to Regulations.

All correspondence we send out in relation to the Plan will be sent to you. You must notify us if your address changes.

### 31. DISCLOSURE OF INFORMATION

We or our delegates may disclose any information arising in connection with a transaction under these Terms and Conditions to any relevant authority or as required by Regulations. If we make any such disclosure we shall not be liable for that disclosure provided we acted reasonably and in good faith.

### 32. 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 Regulations.

### 33. LAW AND JURISDICTION

(b) These Terms and Conditions will be governed by and construed in accordance with laws of England and Wales.

(c) We will always communicate with you in English.

(d) All communications from us will be by letter or telephone.

### 34. ENTIRE AGREEMENT

These Terms and Conditions, the Addendum, the Key Features and the Application constitute the entire terms on which the Deposit Bond is provided to you.

# ▶ ADDENDUM.

## LEGAL & GENERAL 6 YEAR GROWTH DEPOSIT BOND 24

“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 21 February 2014.

“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 26 February 2020.

“Maturity Payment Date” means 28 February 2020.

“Maturity Interest” means 200% 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 26 February 2014 and the average level of the Index in the last 12 months of the investment, commencing 26 February 2019 to 26 February 2020 (monthly averaging using 13 averaging points).

“Plan Opening Period” means 9 December 2013 to 7 February 2014.

“Start Date” means 26 February 2014.





[legalandgeneral.com](http://legalandgeneral.com)



**Legal & General (Portfolio Management Services) Limited**  
Registered in England and Wales No. 02457525  
**Registered office:** One Coleman Street, London EC2R 5AA

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