



Advance Portfolio

TERMS AND CONDITIONS

CONTENTS

Section A – General terms and conditions	3	Section D – Additional terms that apply specifically to the Advance Stocks and Shares ISA	38
A1) Your contract with us	3	D1) Roles and responsibilities	38
A2) Roles and responsibilities	4	D2) Starting your Stocks and Shares ISA	38
A3) Eligibility	7	D3) Cancellation rights	38
A4) Applications	7	D4) Payments to your Stocks and Shares ISA	38
A5) Starting your accounts	7	D5) Additional permitted subscription	39
A6) Cancellation rights	8	D6) Transfers in	39
A7) Linked Portfolios	8	D7) Asset holdings	39
A8) Accessing the Advance Portfolio online	8	D8) Taking money out	39
A9) Payments into the accounts	9	D9) If you die	40
A10) Assets	10	D10) Closing your Stocks and Shares ISA	40
A11) Buying and selling assets	13	Section E – Additional terms that apply specifically to the Advance Cash ISA	41
A12) Corporate actions	15	E1) Roles and responsibilities	41
A13) Ownership and custody of assets	15	E2) Starting your Cash ISA	41
A14) Charges and adviser remuneration	17	E3) Cancellation rights	41
A15) Disinvestment Strategies	21	E4) Payments to your Cash ISA	41
A16) Withdrawals	22	E5) Transfers in	42
A17) Ending the agreement with your adviser	23	E6) Additional permitted subscription	42
A18) If you die	24	E7) Taking money out	42
A19) Closing the Advance Portfolio	24	E8) Transferring to another ISA manager	42
A20) Changes we can make to these terms and conditions	24	E9) If you die	42
A21) Other terms	25	Section F – Additional terms that apply specifically to the Advance Portfolio Cash Account	43
Section B – Additional terms that apply specifically to the Advance Retirement Account and Advance Junior Retirement Account	29	F1) Roles and responsibilities	43
B1) Roles and responsibilities	29	F2) Starting the Cash Account	43
B2) Starting your Retirement Account	29	F3) Payments to the Cash Account	43
B3) Cancellation rights	29	F4) Taking money out	43
B4) Payments into your Retirement Account	30	F5) If you die	43
B5) Allowable assets	31	Section G – Additional terms that apply specifically to the Advance Junior Stocks and Shares ISA	44
B6) Retirement Account charge	31	G1) Roles and responsibilities	44
B7) Ownership and custody of assets	31	G2) Starting a Junior Stocks and Shares ISA	44
B8) Taking your benefits	31	G3) Cancellation rights	44
B9) Choosing how to take your benefits	32	G4) Payments to the Junior Stocks and Shares ISA	44
B10) If you die	35	G5) Transfers in	45
B11) Transfers out	36	G6) Asset holdings	45
B12) Unauthorised payments	36	G7) Taking money out	45
B13) Pension sharing order	36	G8) If the child dies	45
B14) Closing your Retirement Account	36	G9) Closing the Junior Stocks and Shares ISA	45
B15) Junior Retirement Account – when the child reaches age 18	36	G10) When the child reaches age 18	45
Section C – Additional terms that apply specifically to the Investment Account	37	Appendix A	46
C1) Eligibility	37	Advance by Embark order execution policy for the Advance Portfolio	46
C2) Starting your Investment Account	37	Appendix B	50
C3) Instructions	37	Advance Portfolio – Your privacy is important to us	50
C4) If you die	37	How to contact us	52
C5) Closing your Investment Account	37		

SECTION A – GENERAL TERMS AND CONDITIONS

These general terms apply to the Advance Portfolio and to all accounts within the Advance Portfolio unless specifically excluded. Terms that apply generally to both the Advance Portfolio and the accounts are provided in Section A. Additional terms and conditions that apply specifically to particular accounts are provided in the relevant sections B, C, D, E, F and G.

We have used plain English wherever we can but avoiding technical terms is not always possible. Where we use a technical term, we explain what it means.

When we refer to 'you' or 'your' we mean the holder(s) of the Advance Portfolio and the accounts within it. For Portfolios held in trust the holders of the Portfolio and the accounts within it are the trustees.

For Junior Portfolios, the holder of the Junior Portfolio and the accounts within it is the child for whom the registered contact applicant has parental responsibility and where we refer to 'you' or 'your' in the context of a Junior Portfolio, we mean the registered contact.

Advance, us, our or we

Refers to Sterling ISA Managers Limited, trading as Advance by Embark. Sterling ISA Managers Limited uses the trading name 'Advance' for the purpose of the Advance Portfolio and the accounts available within it. Sterling ISA Managers Limited is part of the Embark Group Limited. We are authorised and regulated by the Financial Conduct Authority (FCA).

The Embark Group Limited

Embark Group Limited is a company incorporated in England and Wales and is the holding vehicle for all companies in the Group. Company Registration number: 03578067.

A1) Your contract with us

These are the terms and conditions of the Advance Portfolio and each of the accounts available within the Advance Portfolio. They form a legally binding agreement between:

- you, and
- us, acting in our capacity as the provider of the Advance Portfolio and the accounts and also, where applicable, in our capacity as:
 - the ISA manager (see sections D1 and E1) and/or
 - the scheme administrator of the Retirement Account (see section B1).

In the event of your death, or for Portfolios held in trust, the death of the last surviving trustee, unless otherwise indicated, these terms and conditions will be binding on your legal personal representatives.

FCA

The Financial Conduct Authority or any replacement regulatory authority or authorities. We are authorised and regulated by the FCA for pensions and investment business and are bound by its rules. Our FCA registration number is 191278.

The Advance Portfolio provides access to a range of Advance accounts, each with a different tax treatment, through which you can invest in a range of assets.

If you have an adviser, your adviser will be responsible for managing and administering the Advance Portfolio in line with section A2.2 and your responsibilities are described in section A2.4.

If you do not have an adviser, you will be solely responsible for managing and administering the Advance Portfolio in line with section A2.4.

Advance Portfolio

The Advance Portfolio is a wealth management service that enables you to invest in a range of accounts.

Junior Portfolio

The Junior Portfolio is a wealth management service that enables you to invest in a range of accounts on behalf of a child. Where you have made an application for a Junior Portfolio, all references in these terms and conditions to Advance Portfolio shall be read as references to the Junior Portfolio unless stated.

Registered contact

The registered contact must be the parent or guardian who has parental responsibility for the child, including any Share Foundation or local authority provision. The registered contact is the only person who can instruct us to make any changes to a Junior Portfolio. If parental responsibility for the child changes, the registered contact must change. There can only be one registered contact for each Junior Portfolio.

Accounts

We currently make a range of accounts available, each with a different tax treatment. The type of portfolio will determine the accounts available to you.

Account:	Indiv	Joint	Junior	Trust
Cash Account	✓	✓	✓	✓
Investment Account	✓	✓		✓
Retirement Account	✓			
Stocks and Shares ISA	✓			
Cash ISA	✓			
Junior Retirement Account			✓	
Junior Stocks and Shares ISA			✓	

Adviser

A business or individual authorised and regulated by the FCA, including any appointed representative of the adviser, permitted by us to use the Advance Portfolio online service and who has agreed with us terms of business relating to the use of the Advance Portfolio online service.

These terms and conditions have been drafted in compliance with FCA rules and other applicable laws. If the FCA rules or other applicable laws change in a way that conflicts with these terms and conditions, we may need to change these terms and conditions. The way we make changes to these terms and conditions is explained in section A20.

FCA rules

The rules and regulations of the FCA, acting within the scope of the Financial Services and Markets Act 2000 or any successor legislation applicable from time to time to Advance, the Advance Portfolio, the accounts you hold within it and these terms and conditions.

Other applicable laws

Any statutes and other legislation as amended from time to time (except FCA rules) and any case law that applies now or in the future to Advance, the accounts, these terms and conditions and you.

If there is a conflict between the terms and conditions set out in section A and the terms and conditions set out in the account specific sections, the terms and conditions set out in the account specific section will prevail.

A2) Roles and responsibilities**A2.1) Our role and responsibilities**

We are the provider of the Advance Portfolio and the accounts within it as detailed in section A1.

We classify you as a 'retail client' under the FCA rules.

Retail client

This is the FCA categorisation of investor that is applied to you and that determines the level of regulatory protection you are afforded under the FCA rules. Retail clients (usually individuals) receive protection, for example, in relation to compensation or complaints.

We will:

- operate the Advance Portfolio and the accounts within it in line with these terms and conditions, the FCA rules and any other applicable laws,
- use due care and diligence in operating the Advance Portfolio and the accounts within it,
- act reasonably, proportionately and fairly and in line with the FCA rules or any other applicable laws, if we use our discretion, make a decision, require information, evidence or use our judgement under these terms and conditions,
- act on an execution-only basis, meaning we do not give any financial, legal, tax or similar advice relating to the Advance Portfolio, the accounts within it or any assets that you invest in,
- act on valid instructions we receive,
- hold adviser remuneration and investment adviser charges which you have agreed may be deducted from the accounts as agent of the adviser or investment adviser,
- act on instructions we receive from any investment adviser your adviser has appointed in relation to paying their investment adviser charges from the accounts,
- transmit trading instructions to buy and sell assets to the appropriate fund manager, or our nominated stockbroker (see section A11.1), in line with our order execution policy (see section A11.1),
- hold your assets in line with the FCA rules on client money and the custody of assets as described in sections A13 and B7, and
- send you a regular statement usually in January, April, July and October.

We decide the range of accounts that are available within the Advance Portfolio and may in future stop making accounts available or make new accounts available. We will tell your adviser before we do this. Where we change the accounts available within the Advance Portfolio, we will do this in line with section A20.

We may delegate some of our functions to sub-contractors in line with section A21.3.

Sub-contractor

A third party appointed by us to provide services in respect of the development and/or operation of the Advance Portfolio and/or the accounts within it.

We will not:

- provide discretionary asset management services or exercise any judgement on your behalf as to the merits of any instructions we receive or on any assets you invest in,
- be responsible for the performance of any assets you invest in. Fund managers are responsible for fund performance. The performance of all assets, including funds, will be affected by financial markets and other external factors,
- be responsible for the acts and omissions of any fund managers, advisers, investment advisers or our banking partners (described in section A10.4.1), except if they arise as a result of our negligence or wilful default in line with section A21.5,
- be responsible for a delay in the buying and selling of assets caused by the temporary unavailability of our nominated stockbroker's computer systems,
- be responsible for events beyond our reasonable control, in line with section A21.1.

A2.2) Adviser's role and their responsibilities

Your adviser is responsible for:

- Providing you with financial advice and ensuring the Advance Portfolio, the accounts within it, the assets you invest in and the choices you make are suitable for you.
- Administering the Advance Portfolio, the accounts and the assets on an ongoing basis on your behalf, in line with your agreement with them and where you have an ongoing agreement with your adviser, they are responsible for ensuring the accounts and assets remain suitable for your circumstances. If you are a trustee you remain responsible for administering the trust, in line with the trust deed, and therefore the outcome of any actions undertaken on your behalf.
- Explaining their fees for the services they provide and how you will pay them.
- Obtaining appropriate permission when giving us instructions. Where we receive instructions from your adviser that relate to an account held in joint names, or in trust, unless we are told otherwise, we will carry out those instructions on the basis your adviser has obtained the appropriate permissions from all account holders, or trustees, before they submit online instructions.
- Giving us instructions on your behalf, usually by submitting those instructions to us online, and ensuring such instructions have been executed correctly – only your adviser or the investment adviser managing a model portfolio can submit instructions to us online.

- Gaining your agreement before they invest your money in any model portfolios managed by investment advisers.
- Explaining the services provided by any investment advisers appointed by them and the investment adviser charges that will apply to you for those services.

Your adviser will be responsible for giving us your instructions relating to buying and selling assets on your behalf, and may only do so where they have the appropriate FCA permissions. Your adviser is responsible for explaining the risks of the assets you are invested in. They may also choose to invest the assets held in the Advance Portfolio in a model portfolio managed by an investment adviser, as described in section A2.3.

Your adviser must have agreed to our terms of business relating to adviser use of the Advance Portfolio. We will then provide them with the appropriate access rights for the management and administration of the Advance Portfolio. They will continue to have authority to act on your behalf until you have notified us that this authority has ended, or our agreement with your adviser ends.

Your adviser may agree to give you access to view the Advance Portfolio online as described in section A8.

It is your adviser's responsibility, when selecting a model portfolio managed by an investment adviser, to ensure they understand the objectives, risk profile and volatility weightings of that model portfolio. They must also ensure that they have an appropriate agreement in place with the investment adviser to use the model portfolio and to be kept informed of any changes to it.

A2.3) Investment adviser's role and their responsibilities

With the exception of the Cash Account and Cash ISA, with your agreement, your adviser can allocate some or all of your investment to a model portfolio managed by an investment adviser, subject to the terms and conditions of each account. Your adviser can only invest in a model portfolio managed by an investment adviser who has an agreement with us allowing them to manage assets using the Advance Portfolio online service.

Investment adviser

An appropriately authorised discretionary asset manager with whom we have agreed terms of business, and who manages model portfolios available through the Advance Portfolio.

The investment adviser is responsible for setting up their model portfolios on the Advance Portfolio online service, by selecting the assets and weightings in line with the objectives of the model portfolio. They are also responsible for updating the model portfolio to ensure it remains in line with the objectives. The investment adviser will decide how frequently to make changes to your holdings so they remain in line with the model portfolio. It is the investment advisers responsibility to ensure your holdings continue to reflect the model portfolio design.

By selecting a model portfolio managed by an investment adviser, your adviser gives the investment adviser authority to act on the adviser's behalf to buy and sell assets in the Advance Portfolio, in line with the model portfolio.

The investment adviser managing the investment will provide your adviser with enough information for your adviser to ensure the model portfolio is suitable for you.

The investment adviser must have agreed to our terms of business relating to their use of the Advance Portfolio online service. We will then provide them with the appropriate Advance Portfolio access rights to create and manage their model portfolios. The investment adviser will only have access to view and manage the part of your investment your adviser allocates to their model portfolio.

The investment adviser will continue to have authority to manage the appropriate part of your investment until:

- you, or your adviser, notify us that your agreement with your adviser has ended, or
- the agreement between the investment adviser and us ends, or
- the assets managed by the investment adviser are sold or allocated back to your adviser for them to be managed, or
- the agreement between your adviser and the investment adviser ends.

If the agreement between your adviser and the investment adviser comes to an end, your adviser will be responsible for ensuring that all assets previously managed by the investment adviser are moved back into the adviser's management. Your adviser will then be responsible for managing these assets in line with your instructions and their regulatory permissions.

Until the assets are moved back into the adviser's management, they will remain in the investment adviser model portfolio. In addition, regular contributions already set up will continue to be invested in the model portfolio managed by the investment adviser and any charges being paid to the investment adviser in accordance with section A14.4.2 will continue to be paid.

A2.4 Your responsibilities

You agree that:

- You are responsible for ensuring the assets you invest in are right for you or a child who you are the registered contact for.
- You will help us prevent fraud, by telling us immediately if you do not recognise any transaction, or if you know or suspect that any instruction you have authorised has been carried out incorrectly.
- You will give us any information we reasonably require to complete any checks we undertake to verify your identity and/or provide any identification we reasonably request for anti-money laundering purposes, in line with section A21.13.

- You will promptly give us any additional information we require to operate the Advance Portfolio or the accounts within it and which is reasonable for us to request.

A2.4.1 Where you have an adviser

You also agree that:

- If you applied for a Advance Portfolio through an adviser, you will retain an adviser who has an appropriate agreement with us to manage the accounts.
- Your adviser will be responsible for providing your instructions to us.
- Where your adviser invests in a model portfolio managed by an investment adviser, the investment adviser has your full authority to buy and sell assets in line with the objectives of the model portfolio.
- Where your adviser has selected one or more model portfolios managed by an investment adviser, we can act on instructions we receive from that investment adviser in relation to charges due to them, and you understand that we will rely on those instructions.
- You will notify us in writing as soon as possible if you are ending your agreement with your adviser.
- Where you no longer want to be invested in a model portfolio managed by an investment adviser, you must tell your adviser straight away.
- You will tell your adviser as soon as possible of any other change in your circumstances or status, for example, any change to your name, country of residence, postal address, email address, bank or building society account or your tax status.
- Where you open a Advance Portfolio held in trust, you will provide us with a certified copy of the trust deed so that we can identify the authorised signatories. We will not check the trust requirements and will not regulate the actions of any trustees with regard to the trust requirements. As such, it is your responsibility to undertake only those actions which the trust permits (for example making investments or withdrawals).
- For Advance Portfolios held in trust, one of the trustees will be assigned as the correspondent. The correspondent will be the designated recipient of any communications we send, via post or email, in relation to a Advance Portfolio held in trust. As such, it is the correspondent's role to keep the other trustees up to date and informed about any information they receive from us. Your adviser may agree to give any trustee access to view their Advance Portfolio online, as described in section A8.

A2.4.2 Where you do not have an adviser

The full range of accounts, features and assets may not be available to you if you do not have an adviser.

You also agree that you are responsible for:

- Giving us all instructions in relation to administering the accounts and assets.
- Informing us of changes in your circumstances or status, for example, any change to your name, country of residence, postal address, email address, bank or building society account or your tax status.
- Ensuring you are aware of the risks associated with the assets you invest in.

A3) Eligibility

To be eligible to open an individual, jointly held or Advance Junior Portfolio and any accounts within it, you must be at least 18 years old, UK resident and UK resident for tax purposes or, a crown employee serving overseas, or spouse or civil partner of a crown employee serving overseas. For a Junior Portfolio the account holder must be under 18.

You may not take out an Advance Portfolio if you are, or in the case of the Junior Portfolio, the child or registered contact is, a US national, US citizen or US person. It is your and, if you have an adviser, your adviser's responsibility to determine whether you meet these eligibility criteria.

To be eligible to open a Advance Portfolio held in trust the following rules apply:

- Where a new Advance Portfolio is applied for no trustee can be US resident irrespective of the nature of the trust.
- For a new Discretionary Trust or a new Bare Trust, the settlor(s) must be UK resident for tax purposes at the time the trust is created and the Advance Portfolio is applied for.
- For an existing Trust either:
 - All trustees, at the time the Advance Portfolio is applied for, must be UK resident for tax purposes; or
 - At least one trustee, at the time the Advance Portfolio is applied for, must be UK resident for tax purposes and the settlor(s) must have been UK resident at the time the Trust was established.
- Charitable Trusts must be registered with the Charities Commission in the UK with a UK Charity Number.
- Pension Trusts must be for UK registered pension schemes with a Pension Scheme Tax Reference Number allocated by HMRC for approved pension schemes.

All accounts within the Advance Portfolio must be held in the same name or names. Any account specific eligibility requirements that apply to individual accounts are detailed in the relevant account specific section of these terms and conditions.

A4) Applications

A4.1) Applying for an Advance Portfolio

The Advance Portfolio will start when we accept your application and receive the 'Declaration for your Advance Portfolio', any trust deeds and any other documentation we require.

Declaration for your Advance Portfolio

A declaration confirming you agree to these terms and conditions, in so far as they apply to the Advance Portfolio and any accounts within it, and confirming that you have received the appropriate information.

We have the right to refuse any application for an Advance Portfolio.

Your application for an individual or jointly held Advance Portfolio, automatically includes an application for:

- a Cash Account, that will start in line with section F2, and
- an Investment Account, that will start in line with section C2.

Your application for a Junior Portfolio automatically includes an application for a Cash Account, that will start in line with section F2.

A4.2) Applying for other accounts

Once the Advance Portfolio is opened, you can apply for other accounts where the eligibility requirements are met. We will need an application for each account and you, or your adviser if you have one, must provide us with any documentation we require.

Applications must be made together with a payment, and/or a direct debit instruction, and/or where you are opening an account with a transfer, a fully completed transfer authority and where appropriate, stock transfer or CREST transfer form.

Payment

Unless specified otherwise, a regular or one-off amount paid by you, or where appropriate on your behalf, in pounds sterling to any accounts you hold in the Advance Portfolio.

We have the right to refuse any application for the relevant account.

A5) Starting your accounts

Both your Investment Account and Cash Account are available for investment from the date we accept the Advance Portfolio application.

The start date of the account will be the date a fully completed account application is submitted to us. We will issue your account documents when we receive either:

- your first payment, or
- a fully completed transfer authority.

A6) Cancellation rights

On starting an account with a regular or one-off payment or cash transfer(s), we will send you a cancellation notice when we send you the account documents.

We will also send you a cancellation notice for each subsequent cash transfer authority we receive, when we receive it. We will not provide a cancellation notice for any subsequent one-off or regular payment instructions made.

Unless you start the account by re-registering assets only, you will have a 30-day cancellation period that will start from the date you receive the cancellation notice.

If you exercise your right to cancel an account during the 30-day cancellation period, what you get back will depend on the type of payment we receive:

- For a regular payment, we will repay the payment we received at the start of the account, less any adviser remuneration or investment adviser charges we have deducted.
- For a cash transfer or one-off payment, we will return the payment, less any fall in the value of the assets purchased with that payment, less any adviser remuneration or investment adviser charges we have deducted.

You may still be liable for any outstanding adviser remuneration or investment adviser charges which we have not deducted.

Any gain in the value of your assets up to the point at which you cancel will not be returned to you if you cancel an account during the 30-day cancellation period.

If you cancel a one-off payment or cash transfer, we will not refund to you any charges applied by third parties as described in sections A14.3.1 and A14.3.2.

On receipt of valid instructions to cancel, either in writing or by telephone, we will process instructions to sell any assets purchased with your payment or cash transfer within two business days of receiving those instructions. Following which the instruction will be transmitted in line with our order execution policy (Appendix A). We will not return a cancelled payment until the payment has cleared.

In writing

Clear written and signed instructions by post or as a scanned document attached to an email. Our contact details are at the end of this document.

Business day

A day on which commercial banks are open for business in London, except a Saturday, Sunday or a bank holiday in England.

We will return payments to the source from which we receive them or to the registered contact in the case of the Junior Stocks and Shares ISA.

Where you start an account by re-registering assets only, as described in section A9.3, you will have 14 days from the date you sign your authority to notify us that you do not want to proceed by contacting us using the details at the end of this document. Where possible, we will stop the re-registration of assets. However, if the process to re-register assets has already started, we will be unable to stop the transaction. In this event we will tell your adviser and you will need to arrange to re-register the assets before we can cancel the account.

Additional cancellation terms apply to the Retirement Account, Stocks and Shares ISA, Cash ISA and Junior Stocks and Shares ISA as detailed in sections B3, D3, E3 and G3.

A7) Linked Portfolios

If you have multiple Advance Portfolios, or if Advance Portfolio holders are married, in a civil partnership or are directly related family members (including a spouse or civil partner of a directly related family member), we may agree to the Advance Portfolios being linked and the combined value of the eligible assets aggregated for the purposes of calculating the yearly portfolio charge, as described in section A14.1.1. Linking Advance Portfolios is only possible when you have an adviser and where the combined value of the Advance Portfolios is £200,000 or more at the time they are linked. We may ask you to provide evidence of your family relationship, and will refuse to link Advance Portfolios, or remove an existing link, if you are unable to provide such evidence.

A8) Accessing the Advance Portfolio online

This section only applies if you have been provided with online access to view the Advance Portfolio by your adviser.

Your access will allow you to view the Advance Portfolio, accounts and any documentation that we have issued to you. You will not be able to make any changes or give any instructions online.

We will send you a username and password. When you first log on, you will be required to confirm your agreement to our terms of use for the Advance Portfolio online service. In addition, you must change your password and set up a memorable word and answers to security questions. You must always keep these details secret.

We will take reasonable steps to ensure the Advance Portfolio is available to view online. There will be times when we need to interrupt our online service to perform maintenance.

The Advance Portfolio has an online document library that allows you to view account literature and other documents and statements that we send to you.

The Advance Portfolio has a notepad function enabling your adviser to capture details of other assets you own. The notepad function will not be available for Portfolios held in trust.

Notepad

This can be used by your adviser to record the value of other products and assets that you hold outside the Advance Portfolio, so your adviser can keep track of all your investments in one place. Your adviser is responsible for keeping information about these investments up-to-date.

If you have more than one Advance Portfolio, we will issue you with a separate username and password for each one.

Under exceptional circumstances, such as where we suspect fraud or, in our reasonable opinion, you have breached these terms and conditions or the terms of use for the Advance Portfolio, we may suspend your online access to the Advance Portfolio.

If you have online access, you may choose to have correspondence made available to you electronically. Where you select this option, we will send you a weekly email to let you know when you have new correspondence to view online.

It is not currently possible to do this for all correspondence and, we will send certain items to you by post.

It is your responsibility to ensure that the email address supplied is correct and your email settings are enabled to receive emails from Advance.

A9) Payments into the accounts

Subject to any restrictions detailed in sections B4, D4, E4, F3 and G4, you can make regular payments to the accounts by direct debit or one-off payments at any time, either by cheque, BACS or CHAPS, or from your Cash Account. Regular payments are not available for Advance Portfolios held in trust.

Where laws and regulations allow, you can also transfer in the cash value of your existing investments.

BACS

The electronic Banks Automated Clearing System run by banking institutions.

CHAPS

The Clearing House Automatic Payments System, an electronic bank-to-bank same-day payments system run by CHAPS Clearing Company Limited.

Subject to section A21.12, on identification of a payment for an account and receipt of all required information in A21.12, together with the receipt of any other information that we reasonably request, we will match the payment with the associated instructions and, where applicable, process trading instructions to buy the assets specified as soon as reasonably practicable and in line with our order execution policy (see section A11.1).

We will treat these matched payments as immediately available for trading, we will not wait for them to clear. If we are unable to match the payment with a trading instruction, we will contact your adviser or, if you do not have an adviser, you, to request such instructions. In the event we are unable to obtain an instruction, we will return the payment.

We will return payments to the bank or building society account from which they were received in the event that:

- we receive a payment before we receive your completed Declaration for your Advance Portfolio, as described in section A4.1, or
- if we receive an unexpected payment that we are unable to match with instructions, as described in section A11.1.

We have the right to refuse any payment.

A9.1) Regular payments

This section does not apply to Portfolios held in trust.

You can make regular payments monthly, quarterly, half-yearly and yearly by direct debit from a bank account that we have verified for the purpose of fraud prevention. You can start and stop regular payments at any time. The selected payment date must be from the 1st to 28th of the month.

We will process direct debit instructions as soon as reasonably practicable after we receive them. We will send you a direct debit advance notice that will confirm payment dates. If a payment date is not a business day, we will collect it on the next business day.

You can amend your regular payment. Where the amount or payment date changes we will send you a new direct debit advance notice. In some cases, for example, where the payment frequency is changing or the payment is to be taken from a different bank account, the existing regular payment must be cancelled and a new direct debit instruction completed to set up a new regular payment. Once it has been set up, we will send you a new direct debit advance notice to confirm the amount and payment dates.

A9.2) Failed payments

Where we buy assets on your behalf and the cheque does not clear or a direct debit, BACS, CHAPS or other payment is not honoured, we will sell any assets we have bought on your behalf in expectation of that payment.

We will hold you responsible for any investment loss we incur from transactions resulting from any payment that is not honoured, up to the value of the account. We will do this by deducting it from available cash and, if there is insufficient available cash, by selling assets in line with your disinvestment strategy which is described in section A15.

A9.3) Transfers by re-registration

Re-registration

The transfer of asset holdings from one investment provider to another, without selling those assets. This is sometimes known as an in-specie transfer.

With our agreement, you will be able to re-register your existing assets from another provider to the Retirement Account as part of a pension transfer as detailed in section B4.1, Investment Account or Stocks and Shares ISA, as appropriate.

Where the assets you want to be re-registered are owned by you personally, it will only be possible to re-register them into your Investment Account. If a fee is payable to the registrar for the re-registration of these assets, you will be required to pay this as described in section A14.3.2.

A10) Assets

We will make a range of asset types available, including cash, mutual funds, non-retail funds and exchange-traded assets.

The types of asset available to you may be limited by the range of assets you, your adviser and/or any investment adviser(s) they appoint are permitted to trade by the FCA. Non-retail funds and exchange-traded assets are only available through an adviser.

We may, acting reasonably, vary the assets we allow under any accounts. For example, as a result of a mandatory corporate action in line with section A12. If you are invested in an asset that stops being available, we will tell your adviser or their appointed investment adviser(s) or if you do not have an adviser, you, what the options are at that time – this may include a requirement for the asset to be sold.

The definitions below explain some of the terms we use to describe some of the assets available throughout the terms and conditions.

Mutual funds

A range of collective investment schemes including:

- UK based unit trusts and open ended investment companies (OEIC),
- Luxembourg based société d'investissement à capital variable (SICAV),
- Irish based open ended investment companies (OEIC) and Irish Collective Asset-management Vehicles (ICAV), and
- any other collective investment scheme we make available to you through the accounts.

Non-retail funds

These are funds that we make available through the accounts that are not generally promoted to retail clients. For example:

- FCA recognised funds
- professional/experienced investor funds, or
- specialist funds.

Exchange-traded assets

Any UK-listed sterling denominated securities we make available through our nominated stockbroker, including:

- Shares
- Permanent Interest bearing shares
- Government bonds (Gilts)
- Corporate bonds
- Exchange-traded funds (ETFs)
- Investment trusts, or

any other exchange-traded asset we make available to you through the accounts.

Exchange-traded assets are not available to a Junior Portfolio holder.

Non-retail funds

These will only be available to you if your adviser or their appointed investment adviser(s) is appropriately authorised to give advice relating to non-retail funds or any other funds usually restricted to professional investors, and generally unavailable to retail clients.

It is the responsibility of your adviser to:

- fully consider the suitability of any such assets for your circumstances,
- ensure you are eligible to invest in such assets under applicable legal and regulatory rules,
- communicate to you the loss of any investor protection or compensation rights as a result of investing in such assets,
- provide you with all appropriate documentation relating to the chosen asset, and
- ensure you are aware of the potential consequences of investing in such assets, including any:
 - additional investment risks,
 - additional charges, costs and expenses,
 - minimum investments, and/or
 - restrictions on buying and selling.

Non-retail funds may not be covered by the Financial Services Compensation Scheme which is described in section A21.8.

A10.1) Model portfolio

Model portfolios are only available if the Advance Portfolio is managed by an adviser.

Model portfolio

A pre-determined investment strategy containing various assets in specified proportions reflecting a particular risk profile or asset mix, available through the accounts. These are provided either directly by your adviser, investment advisers or through a specialist third party.

Your adviser may identify that it is suitable for your circumstances, to invest some or all of the account in a model portfolio. Where they do so, they will be responsible for ensuring your asset holdings continue to reflect that model portfolio provided by them or a specialist third party. If the model portfolio changes, it is their responsibility to decide whether that change is suitable to your circumstances and provide us with appropriate instructions.

Your adviser may identify that it is suitable for your circumstances to invest in a model portfolio managed by an investment adviser.

Where the objectives of the model portfolio change it is your adviser's responsibility to ensure it is still suitable for you. The investment adviser is responsible for managing your asset holdings in their model portfolio to ensure that the holdings continue to reflect the model portfolio design. Your adviser will be able to tell you how often the investment adviser will review the model portfolio holdings. We will not manage any model portfolio on behalf of you, your adviser or any investment adviser(s).

Where your adviser submits an instruction to sell all assets in a model portfolio which contains an asset that is not available to sell at that time, the order to sell all assets within the model portfolio will be cancelled.

Where you are invested in a model portfolio managed by an investment adviser, they may choose to close that model portfolio. In such circumstances, the investment adviser may ask your adviser;

- to move the assets you hold out of their model portfolio and back into the control of your adviser,
- to sell the assets.

Where your adviser is looking to submit an instruction to sell 95% or more of an adviser model portfolio or model portfolio managed by an investment adviser, we will sell the full value of the model portfolio.

When a purchase of assets within a model portfolio coincides with a sell instruction linked to an income payment strategy for a regular withdrawal, the sale may be delayed for one day to allow the purchase to complete. This will not affect the final payment date of a withdrawal. If on the following business day the sale instruction cannot be processed, the regular withdrawal will not take place. Your adviser will be informed if this happens.

A10.2) Investment strategy

Each time a one-off payment, cash transfer or ongoing regular payment is set up, you or if you have an adviser, your adviser must tell us of your investment strategy specifying what assets to buy. You can have a different investment strategy for each one-off payment, cash transfer or ongoing regular payment.

If your investment strategy includes a model portfolio then the payments will be allocated to assets in the proportions held in the model portfolio. If your investment strategy includes a model portfolio managed by an investment adviser then the way your payments will be allocated to the assets held in the model portfolio will be determined by how the investment adviser manages the model portfolio. Your adviser will be able to tell you how your payments to an investment adviser model portfolio will be allocated.

If your investment strategy includes an asset that is subsequently subject to a corporate action described in section A12, which results in the asset no longer being available for investment, any future regular payments relating to that asset will be held as available cash in the relevant account until we receive alternative instructions.

A10.3) Asset values

The value of the accounts may increase or decrease depending on the performance of the assets within them. We are not responsible for any loss in the value of your assets that may arise, unless it was caused by our negligence, breach of these terms and conditions or fraud in line with section A21.5.

A10.4) Cash holdings

Where we refer to cash we mean:

- cash held in the Cash Account or Cash ISA, and/or
- available cash held within the other accounts
- committed cash held within the other accounts.

A10.4.1) Interest on cash

Our banking partners pay us a variable rate of interest on cash as described in section A10.4 and they have the discretion to change the rate without notice. If they do, we will pass on any such change as soon as we reasonably can.

Banking partners

Cash is held with our banking partners, currently the Royal Bank of Scotland plc (RBS) and Bank of Scotland plc. We may replace our banking partners, or appoint other banking institutions as banking partners at any time.

We will retain a proportion of the interest we receive and pass the rest on to you less, where applicable, tax charges and/or any other deductions we are required to make by HM Revenue & Customs (HMRC).

Where we receive a payment or other cash amount, it will earn interest from the day the account to which it relates has been identified, and the money has cleared and been credited to that account.

Examples of when payments or cash transfers cannot be allocated to an account include where:

- the account has not been opened,
- we are unable to identify who sent us the money,
- we have received a cash transfer without all the required information from the transferring provider,
- it is not clear to which of the accounts the money relates.

Interest is calculated daily and credited to the accounts on the first business day of each month.

If you have access, you can find out the current interest rate by looking at the account online, otherwise you can find out by asking your adviser. The current interest rate will also be detailed in the Charges information documents you receive, including the Charges information document sent with your regular statement. The amount of interest we retain is detailed in section A14.1.3.

A10.5) Investment income

Investment income, generated by the assets in which you invest, will be paid as cash to the account in which the assets are held and will start earning interest in line with section A10.4.1.

Investment income will be held as available cash in the relevant account until we are instructed otherwise.

Any investment income generated by the assets held inside a model portfolio managed by an investment adviser will be held as committed cash, for investment adviser charges, inside the model portfolio, until the investment adviser instructs us otherwise.

In the event that we receive investment income after you either withdraw the full value of an account, or transfer the full value of an account to another provider, we will pay that money to the same bank account or product provider to which we paid the withdrawal or transfer payment or we will pay the money to you, as soon as reasonably practicable after we receive it.

If less than £1 becomes payable to you, we reserve the right to retain it and treat it as an additional miscellaneous charge. We reserve the right to increase this limit in the future as long as any increase is proportionate and reasonable. If we do, we will notify you in accordance with section A14.2.

A10.6) Rebates

This section only applies to investments made prior to 6 April 2014 or regular payments that started before 6 April 2014. The mutual fund manager may pay annual management charge rebates.

We will calculate any rebates due from fund managers on a daily accrual basis, in line with the level of rebate agreed with individual fund managers. We will credit the accounts with the amount we calculate less any deductions required by HMRC regulations where applicable. This may be more or less than the amount we actually receive from the fund managers.

We will calculate any rebates and credit them to the account on the same basis as you agree with your adviser for ongoing remuneration. See section A14.4.1.

The amount we calculate will be held as available cash in the relevant account until we are instructed otherwise.

Annual management charge rebates cannot be paid where investments into mutual funds or regular payments into mutual funds were set up on or after 6 April 2014.

A10.7) Phased investment

If you have an adviser, you may elect to invest a one-off payment, cash transfer or existing available cash as part of a phased investment strategy. This option is not available on the Cash ISA, Cash Account or cash transfers to a Retirement Account.

To set up a phased investment strategy, your adviser must specify an investment amount (for example, a one-off payment), the length of time over which you want to spread the investment and an investment strategy as described in section A10.2.

We will ring-fence that investment amount so that it is held as committed cash in the relevant account and cannot be used for charges or to pay adviser remuneration before it is made available for investment as part of your phased strategy. Each month we will use a portion of the investment amount to buy assets in line with your investment strategy.

However, if you have any outstanding Advance Portfolio charges, investment adviser charges or adviser remuneration on the account when the investment amount is received, any cash which is made committed for investment as part of your phased strategy may then be used to pay them. If this reduces your available cash to less than that required to fund your phased investment strategy, the scheduled trades will not complete.

The proportion of the investment amount we use to buy assets each month depends on the length of time you choose to spread the investment over – this must be a period, in months, of between 3 and 12 months. We will calculate the proportion by dividing the investment amount by the number of months. For example, if you choose to invest £6000 over 3 months, each month we will use £2000 to buy assets in line with your investment strategy.

We will transmit instructions to buy assets on the same date each month, starting the day after we match the instructions from your adviser with committed cash. If this is not a business day, it will be on the next business day. A residual amount, including any interest earned, will remain as available cash at the end of the phased investment period.

Your adviser may set up one or more phased investment strategies at any time. The investment strategy may be different for each phased investment strategy you set up.

A11) Buying and selling assets

Where we receive trading instructions to buy and sell assets on your behalf, we will transmit those instructions to the appropriate fund manager or nominated stockbroker, who will, once it has confirmed receipt of the instruction, execute that instruction to buy or sell assets.

The price at which an asset is bought or sold will be the price at the time the trade is confirmed by the fund manager or nominated stockbroker as applicable. The timing of the confirmation will depend on when we receive the instructions, the type of asset and the trading terms applied by the asset provider.

We usually produce a trading confirmation at the end of each business day in which a trade is completed, this includes confirmation for each completed buy and/or sell trade made that day.

Where buy or sell trades relate to regular payments or regular withdrawals, a trading confirmation will only be produced for the first payment or withdrawal. However, if regular payments or withdrawals include exchange-traded asset transactions, a trading confirmation will always be produced.

When you buy gilts, you will incur an additional cost representing the interest accrued since the last interest payment was made, this will be paid to the seller. When you sell gilts, you will receive a credit equivalent to the interest accrued since the last interest payment was made.

A11.1) Trading instructions

We will process trading instructions by transmitting them to the appropriate fund manager, or our nominated stockbroker, in line with our order execution policy.

Nominated stockbroker

The stockbroker(s) that we nominate, to enable you to access exchange-traded assets as described in section A10. Our current nominated stockbroker is Winterflood Securities Limited.

Order Execution Policy

Our order execution policy details the arrangements we have in place to enable us to seek to deliver the best possible result for you when dealing with trading instructions. We monitor the effectiveness of this policy and may update it from time to time in line with section A20 and the 'Monitoring and reviewing' section of Appendix A. This policy is detailed in Appendix A.

Our nominated stockbroker provides an execution-only dealing service. This means they will not advise you about any particular asset or instruction, or assess whether any asset or instruction is suitable for you.

For exchange-traded assets, we will only be able to commit to carry out a trading instruction once our nominated stockbroker has confirmed its receipt.

Trading instructions we transmit to applicable fund managers, or our nominated stockbroker, will be executed by them in line with their order execution policies.

Investment instructions will be placed on an 'at best' basis unless your adviser specifically requests 'quote and deal'.

'Quote and deal' instructions can only be placed online at times when the execution venue, described in our order execution policy, is available for business and where there is already sufficient available cash in the applicable account to complete the transaction – it may not be available for certain assets or deal sizes.

Your adviser can provide investment instructions for exchange-traded assets on a 'quote and deal' or an 'at best' basis. Investment advisers managing model portfolios can only submit instructions for exchange-traded assets on an 'at best' basis. These terms are explained in our order execution policy.

A11.2) Buying assets

We will transmit trading instructions to buy assets to the appropriate fund managers, or our nominated stockbroker in line with our order execution policy, which is set out in Appendix A. We will only process these instructions after we have received the information that we reasonably request and matched the trading instruction with the appropriate payment, or cash transfer (see section A9), or available cash in the account, or on confirmation of a sell instruction. Where you have instructed us to sell a model portfolio in order to raise cash to buy assets, we will only match the trading instruction for the buy when the sale of all the assets in the model portfolio has been confirmed. Where your trading instruction is matched with available cash that cash becomes committed cash until the trade has completed.

Cash will be available unless it is ring-fenced for another purpose.

A11.3) Selling assets

Where we receive an instruction to sell an asset, together with any other information that we reasonably request, we will transmit the instructions to the appropriate fund manager or our nominated stockbroker as soon as is reasonably practicable and in line with our order execution policy which is set out in Appendix A.

On receipt of confirmation of the sell instruction from the appropriate fund manager or our nominated stockbroker, the proceeds will be immediately available in the relevant account.

The fund manager or our nominated stockbroker will decide whether they can complete the instruction and will, where appropriate, deduct any exit penalties before sending the cash proceeds to us.

A11.4) Incomplete transactions

In some circumstances it may not be possible to execute a transaction. This may happen if an asset is not tradeable when the instruction is placed because, for example:

- a fund has been closed to new investment, or
- an exchange-traded asset has been suspended.

It is the responsibility of you, your adviser, and appointed investment adviser(s), to ensure that the instructions placed have been completed. We will only provide confirmation of completed transactions.

Where a failed transaction relates to a buy instruction, the amount relevant to that transaction will remain in the relevant account as committed cash.

A11.5) Order aggregation

When buying or selling holdings in mutual funds, we, or any person dealing with instructions on our behalf, may aggregate your transactions in a particular fund on a particular day with those of other Advance Portfolio holders buying or selling holdings in the same fund and on the same day. The costs of such aggregated transactions will be allocated on a fair and reasonable basis.

Trades of exchange-traded assets that your adviser places are not aggregated with other customers' orders. However, where you are invested in a model portfolio managed by an investment adviser, any orders they place of exchange-traded assets are aggregated by our nominated stockbroker with other orders placed by investment advisers for other customers. The orders an investment adviser places will be to buy or sell a specified value of exchange-traded assets (e.g. £500) rather than a specified number of exchange-traded assets. An investment adviser may give us instructions to buy or sell a specified value of a particular exchange-traded asset, plus up to the value of one additional unit of that same exchange-traded asset. This assists the aggregation process and ensures the investment adviser's orders will buy or sell a whole number of the relevant asset for your investment adviser model portfolio. If you do not have available cash in your investment adviser model portfolio to pay this additional amount on a purchase, we will use the investment adviser disinvestment strategy in A15.2 to pay it.

The times at which orders in exchange-traded assets for your investment adviser model portfolio are aggregated together with other orders are selected by the investment adviser.

Where transactions are aggregated, it is possible that the cost to you could be higher than if the transaction had not been aggregated. For example, for transactions in mutual funds, this may occur if more money is flowing out of a mutual fund than into it, and the fund manager reduces the unit price of the fund to protect the remaining investors. In such circumstances, we will usually treat this reduced unit price as the relevant value for your transaction, adjusted if necessary, to take account of any associated buying and selling costs.

A11.6) Deferring transactions

Acting reasonably, we may delay or suspend the transmission of any trading instruction to a fund manager, or our nominated stockbroker, for any of the reasons detailed in our order execution policy, which is set out in Appendix A. We will not be liable for any losses caused to you by our decision to delay or suspend a trading instruction, unless it was caused by our negligence, breach of these terms and conditions or fraud in line with section A21.5.

Where possible, we will transmit a deferred trading instruction at the next available opportunity. Otherwise we will cancel the transaction and inform your adviser or their appointed investment adviser(s).

Our nominated stockbroker or any fund manager may delay or suspend the execution of any trading instruction. The circumstances in which they may do this are detailed in the relevant fund or asset manager's prospectus, key information document, supplementary information document or in our nominated stockbroker's order execution policy. These can be obtained for you by your adviser or from the relevant asset manager's website or from our nominated stockbroker.

Where we receive a trading instruction to buy assets in a fund using the proceeds from assets sold in another fund, known as a 'switch', sometimes the fund from which units are being sold can have a longer settlement period than the one in which the units are being purchased. Where this occurs, we are required by the FCA to ensure we have sufficient assets available to cover the liability which arises between the purchasing of the units and our receiving settlement from the fund in which units have been sold. We may defer the purchase of units in a fund, pending receipt of the proceeds of the related sell instruction, where we reasonably believe that the level of the assets, which we are required to hold in respect of our customers, may adversely affect our liquidity. If we have to delay a transaction for this reason, we will contact whoever sent us the instructions as soon as we reasonably can to let them know this and we will keep them informed about when the transaction may complete.

A11.7) Correcting trading errors

If, following the execution of a trading instruction, we determine that your asset holdings are incorrect, we will return you to the position that you would have been in via a cash or asset transaction.

Should FCA Rules or applicable law prevent us from making such a correction to the account, we will determine an appropriate method of redress and inform you, or your adviser if you have one.

A12) Corporate actions

The assets you invest in may be affected by elective or mandatory corporate actions.

Elective corporate action

These usually apply to exchange-traded assets but may also apply to mutual funds. When an action taken by an institution affects investors, for example, a rights issue. Investors are asked to make a choice from a variety of options, including a default option that will apply if no election is made.

Mandatory corporate action

These may apply to either exchange-traded assets or mutual funds when an action by an institution or fund manager affects investors, for example, fund mergers or closures, company mergers, takeovers or reorganisations. Investors will have no option but to participate in the corporate action.

A12.1) Mutual funds

Where you are invested in a fund that is subject to a mandatory corporate action, we will assess the extent to which that corporate action will affect the fund, for example, if it materially changes the risk profile or structure of the fund. If a corporate event materially affects a fund you are invested in, we will inform your adviser in advance or as soon as reasonably possible. It is the responsibility of your adviser to assess whether the fund remains suitable for your circumstances and to take any appropriate action.

If a fund closes your adviser is responsible for informing you and for redirecting future payments, selecting alternative investment options and rebalancing the portfolio where applicable. If no action is taken, any holdings in the closing fund will be sold and the proceeds held as available cash in the relevant account or sub-account, together with any future payments due for that fund.

If a fund closes due to a merger or conversion, we will automatically switch your holding to the receiving fund but your adviser is responsible for re-directing future payments due for that fund. If no action is taken, future payments will be held as available cash in the relevant account or sub-account.

If we know that you do not have a current adviser, we will inform you and you will be responsible for telling us what action you want us to take on your behalf.

A12.2) Exchange-traded assets

With the exception of dividend payments, whenever an exchange-traded asset in which you are invested is subject to a mandatory or elective corporate action, we will inform your adviser and any investment adviser(s) as soon as reasonably practicable after we are informed of it. We will also tell you within six business days of us being informed of a corporate action.

If it relates to a mandatory corporate action, we will tell you what it is.

If it relates to an elective corporate action, we will provide details of the available options. This will include a default option that will apply if we do not receive confirmation of the election by the date we specify at the time.

It is the responsibility of you and your adviser to decide what option to elect and/or assess whether the asset remains suitable for your circumstances.

If we do not receive instructions from either you or your adviser by the specified date, or if a decision relating to an elective corporate action is required within six business days of us being informed of the corporate action, a default option will apply.

We will usually apply a default option that opts out of participation in an elective corporate action such as a rights issue, rather than one that obliges participation in circumstances where an additional share purchase is required. If it is not possible to opt out of participation in an elective corporate action, for example, where a company operates a dividend scheme and requires shareholders to elect whether to receive ordinary shares instead of cash dividends, we will apply a default option allowing you to receive cash dividends, which will be paid to the account in which the asset is held.

Where you participate in an elective corporate action that requires funding, such as buying new shares under a rights issue, there must be sufficient available cash in the relevant account by the date that we specify at the time. If, on that date, there is not enough cash in the relevant account, we will treat it as a failed payment as described in section A9.2. The instruction to trade will still be placed and we will apply the applicable disinvestment strategy.

If a corporate action relates to a maturing asset, the maturity proceeds will be held as available cash in the appropriate account.

For any assets held in a model portfolio managed by an investment adviser it is the responsibility of the investment adviser to act on the corporate action.

A13) Ownership and custody of assets

Please see the additional details relating to Retirement Account holdings covered in section B7.

Unless the account is assigned or in trust, you or in the case of the Junior Portfolio, the child, will at all times remain the beneficial owner who receives, or has the contractual right to receive the proceeds of the assets and cash held in the accounts. If an account has been assigned or in trust, the beneficial ownership will depend on the terms of the assignment or the trust deed. Under ISA regulations Junior Stocks and Shares ISAs cannot be assigned and any assignment of a Junior Stocks and Shares ISA will be void.

We are responsible for making arrangements for the holding of your assets as follows:

- **Mutual funds**

Mutual fund holdings will be registered in the name of Sterling ISA Managers (Nominees) Limited, together with those of other customers of Sterling ISA Managers Limited and we are responsible for holding those mutual funds.

As holdings in mutual funds will be registered in the same name as other customers, they may not be immediately identifiable by separate certificates of title.

Sterling ISA Managers (Nominees) Limited

We have appointed Sterling ISA Managers (Nominees) Limited as our nominee to hold assets on our behalf. Sterling ISA Managers (Nominees) Limited is not authorised by the FCA. However we are regulated by the FCA, and accept full responsibility for Sterling ISA Managers (Nominees) Limited's acts and omissions as our nominee.

Any certificates of title or other evidence of title in respect of our unit holdings of mutual funds will be held by us or as we direct.

- **Exchange-traded assets**

We will arrange for your holdings in exchange-traded assets to be registered in the name of our nominated stockbroker's appointed custodian's nominee company, or if applicable, its sub-custodian's nominee company, together with those of other Advance Portfolio holders. Our nominated stockbroker's appointed custodian, or sub-custodian, will be responsible for holding your exchange-traded assets.

As holdings in exchange-traded assets will be registered in the same name as other customers, they may not be immediately identifiable by separate certificates of title. Any certificates and other documents of title relating to the exchange-traded assets will be held by our nominated stockbroker's appointed custodian or sub-custodian, or as we may otherwise direct.

Exchange traded assets are not available to a Junior Portfolio holder.

For mutual funds and exchange-traded assets we will identify, record and hold all such holdings separately from any of our assets in such a way that we can identify and locate those assets at any time.

Apart from the circumstances detailed in section A21.5, we will be responsible for the acts and omissions of our nominated stockbroker and its appointed custodian or sub-custodian. However, in the event that our nominated stockbroker or its appointed custodian, or sub-custodian, becomes insolvent, there is a risk that there will be a shortfall in the amount of assets available for distribution and that only a proportion of your full entitlement might be recovered. We will use our reasonable endeavours to recover any loss on your behalf.

- **Cash**

Cash in or due to the accounts, available and committed cash in the accounts, along with cash in the Cash Account and Cash ISA, will be held by us as client money and deposited in one or more pooled bank accounts with our banking partners. We keep client money separate from the cash that belongs to us in line with the requirements of the FCA rules.

Client money is held as part of a common pool of money across all our customers, so you will not have a claim against a specific sum in a specific account in the event of our insolvency or the insolvency of any of the banks, including our chosen banking partners, with which we keep client money.

In line with SIML's treasury policy, a number of different banking institutions may be used to spread the risk of default. Your cash may also be placed in notice or unbreakable term deposit accounts to increase the number of institutions available to us for placing your cash, obtain better rates of interest or to avoid charges for depositing your cash which would otherwise be passed on to you. Cash held may be placed in accounts with notice periods of, or on deposit for fixed terms of, up to 95 days. Placing your cash in notice or term deposit accounts does not in itself affect your ability to deal with or withdraw funds from your Accounts. However, such amounts may not be immediately available for distribution in the event of default by SIML or by one of the institutions with whom your money is held.

Your claim will be against our client money pool in general. Should there be a shortfall in the client money pool after such an insolvency, the FCA rules mean that you may have to share in the shortfall in proportion to your original share of the claims to that client money immediately before the insolvency.

In the event of any shortfall, you may be able to claim compensation from the Financial Services Compensation Scheme. Please see section A21.8 for more details on compensation.

Shareholder rights

Unless we receive instructions from you, your adviser or their appointed investment adviser(s), we will not exercise any of the voting rights attaching to the assets in the accounts.

With respect to the assets, on request, we will arrange for you to:

- receive a copy of the annual report and accounts issued by a company or other concern in respect of which shares, securities or units are held in the accounts
- attend shareholders', securities holders' or unit holders' meetings, exercise voting rights, and/or
- receive any other information issued to shareholders, securities holders or unit holders.

However, we require at least 14 days prior written notice in order to comply with your request. You will be responsible for the costs we reasonably incur in providing this service.

You will not be entitled to any benefits, such as product discounts, that an individual shareholder owning shares in their own name, may benefit from.

A14) Charges and adviser remuneration

The charges that apply will depend on:

- the accounts you invest in
- the overall value of the Advance Portfolio and any linked Advance Portfolio(s)
- the terms of our agreement with your adviser
- the charges that relate to the assets you hold in the accounts, including any investment adviser charges for managing a model portfolio, and
- the terms of your agreement with your adviser for the services they provide to you.

Information about the specific charges that apply to the Advance Portfolio are detailed in your Charges information documents.

Charges information document

This document specifies the charges and remuneration that apply specifically to the accounts within the Advance Portfolio. We will send this to you when an account is first opened or when you instruct us to buy additional assets within the account (a copy is also available from your adviser and with your regular statements). We will issue you with a new Charges information document if there is a change in a charge we, your adviser or an investment adviser applies. We will not issue a Charges information document for changes to existing asset charges.

A14.1) Advance charges

We apply the following charges. Your Charges information document shows the specific charges that will apply to each account.

A14.1.1) Advance Portfolio charge

We will apply a yearly portfolio charge to the Investment Account, Stocks and Shares ISA, Retirement Account, Junior Stocks and Shares ISA and Junior Retirement Account. The charge is calculated based on the value of all your assets held in the Advance Portfolio, excluding where applicable, any cash held in the Cash Account, Stocks and Shares ISA, Junior Stocks and Shares ISA or Cash ISA. Your Charges information document will detail the charges applicable to you.

However, any cash held within a model portfolio operated by an investment adviser within your Stocks and Shares ISA or Junior Stocks and Shares ISA will be included within the calculation of the yearly portfolio charge.

If you have an adviser, the charge that we apply to the Advance Portfolio will be affected by the terms of our agreement with your adviser firm and may increase, but not above the standard charges shown below, if you change your adviser firm. If, for any reason, you do not have an adviser for a temporary period, or you took out your Advance Portfolio directly without an adviser, the charges shown below will apply. The following table shows how our current standard Advance Portfolio charge is banded.

0.35%	on the first £99,999.99
0.30%	on the next £150,000
0.25%	on the next £250,000
0.10%	on holdings of £500,000 and above

For example:

On an Advance Portfolio value that remained at £200,000 on every day for a complete year (excluding cash held in a Cash Account, Stocks and Shares ISA, Junior Stocks and Shares ISA or Cash ISA) the yearly charge will be:

0.35%	on £99,999.99	=	£350.00
0.30%	on £100,000.01	=	£300.00
Total portfolio value			£200,000.00
Total yearly charge			£650.00

The Advance Portfolio charge is calculated and accrued daily and will be deducted monthly from available cash in the applicable accounts in proportion to the overall value of the applicable accounts within the Advance Portfolio.

We will deduct the charge on or shortly after the same day each month and this will be determined by the date that the Advance Portfolio was set up. This may be different to the date the application was submitted as described in section A4.1. If this was the 29th, 30th or 31st, where necessary, we will deduct the charge on the last day of the month. Where the charge is due on a non-business day, we will deduct it on the next business day.

If the charge is greater than the value of available cash in the relevant account, we will sell enough assets to make up the difference, in line with your selected disinvestment strategy, as described in section A15.1.

Where we agree to link one or more Advance Portfolios, in line with section A7, the charge will be based on the total value of all the assets held in all the linked Advance Portfolios, excluding any cash held in Cash ISAs, Stocks and Shares ISAs, Junior Stocks and Shares ISA or Cash Accounts. The resulting charge will be applied to each account in proportion to their relative values.

A14.1.2) Taking ISA Charges from the Investment Account

If you have a Stocks and Shares ISA and an Investment Account within the same Advance Portfolio, you can choose to have the Advance charge relating to your ISA deducted from your Investment Account. If you elect to do this, any adviser remuneration and any investment adviser charge relating to your ISA that you may pay in line with section A14.4.1 or section A14.4.2, will also be deducted from your Investment Account. If there is insufficient available cash and/or assets in your Investment Account, we reserve the right to deduct the charges and all subsequent charges from your Stocks and Shares ISA.

A14.1.3) Interest charge

We will pay you a variable rate of interest on your cash holdings in line with section A10.4.1.

The amount of interest we pay is calculated based on the overall amount of cash held and the overall interest we receive from each of our banking partners. Currently, we keep the first 0.10% of the overall interest we receive. This means if the combined interest we receive is equal to or less than 0.10%, we will not pass on any interest to you.

If we receive an overall interest rate above 0.10%, we will pass the difference on to you, net of any tax or other deductions required by HMRC legislation. We will tell you in advance if we increase the amount of interest we keep in line with section A14.2.

If the overall interest we receive is less than 0% (a negative interest rate) we will pass the cost of depositing your cash holdings on to you.

A14.1.4) Retirement Account charge

If you take out a Retirement Account, we will apply an additional yearly charge as set out in section B6.

A14.1.5) Exchange-traded asset transaction charge

We deduct a charge for each exchange-traded asset bought or sold on your behalf by our nominated stockbroker. This charge is currently £10.50 on each individual transaction under £25,000. For each individual transaction of £25,000 or more, the charge will be 0.05% of the value of each transaction.

A14.1.6) Foreign transaction charge

For accounts taken out on or after 1 January 2018, where you ask us to make payments to countries outside of the UK, we will charge you £11 for each transaction. This charge may increase if the cost of making foreign transactions increases.

A14.2) Increases to our charges and new charges

As long as any increase or new charge is proportionate and reasonable, we may increase the charges or introduce new charges for any of the following reasons:

- To allow us to look after the accounts more effectively, or to reflect changes in technology or industry practice.
- To take account of a decision by a court, government body, ombudsman, regulator, industry body or similar body.
- To take account of changes to law, taxation, official guidance, codes of practice or the way we are regulated, including the amount of capital the FCA require us to keep.
- To take account of changes to levies or charges imposed by law or under the Financial Services Compensation Scheme or by the FCA (unless we are expressly prohibited from passing these on to our customers).

- Where we appoint a new third party to act on our behalf or where existing third parties such as, but not limited to, our nominated stockbroker or fund managers, choose to introduce new charges or increase their charges.
- In line with A14.1.6 above.

As long as the new charge is proportionate and reasonable, we may introduce a new charge in connection with partial withdrawals of Uncrystallised Funds Pension Lump Sums (see section B9.5).

We will tell you about increases to our charges before we apply the increase.

A14.3) Charges on assets

The following charges will be deducted by investment managers – not by us. These depend on the assets you invest in and (in the case of investment adviser charges) on whether you have agreed to invest in a model portfolio managed by an investment adviser.

A14.3.1) Asset costs and charges

Managers of mutual funds and some exchange-traded assets (e.g. investment trusts and exchange-traded funds) will deduct charges from the assets you hold in the Advance Portfolio. These costs and charges will fall into four categories; one-off, ongoing, transaction and incidental.

- One-off charges are applied by asset managers when you buy or sell assets. Examples of these charges are initial charges which will be deducted by the asset manager before your investment is made into the asset and any bid-offer spreads. A 'bid/offer spread' means units are bought and sold at different prices; in this case the difference between the prices (the spread) represents the charge.
- Ongoing charges taken for ongoing asset management. Examples of charges which may be deducted by asset managers include investment management fees, custodian fees and research costs. These charges are typically deducted from the fund assets every day before the price is calculated.
- Transaction costs are incurred by asset managers in buying or selling the underlying assets they hold. Examples of costs included here are brokerage commissions, exchange fees and stamp duty. These costs are deducted from the fund assets before the price is calculated.
- Incidental costs include any performance fees that may be charged by the asset manager if certain performance levels are achieved within a certain time period. These costs are deducted from the fund assets before the price is calculated.

These charges and any changes to them are decided by the asset manager and may be increased or reduced without prior notice. All expected costs and charges that apply to any assets being purchased will be shown in your Charges information document. Current charges relating to any assets you invest in, will be detailed in the Charges information document we send you with your regular statements.

Asset managers may also apply a dilution levy or dilution adjustment to buy or sell transactions; they will only do this where a bid-offer spread does not apply. Asset managers will deduct any dilution levy before investing a payment or from any payment due to you and this will show on your trading confirmation; any dilution adjustments will be reflected in the asset price.

A14.3.2) Stockbroker charges on exchange-traded assets

Our nominated stockbroker and the registrar may apply charges to cover expenses such as, any applicable taxes, transaction charges at the applicable rate when you buy an asset traded on a stock exchange, and the panel on takeovers and mergers levy of £1 on all trades of £10,000 or more may also apply. These charges will be disclosed in the trading confirmations we produce.

For buy transactions, charges will be deducted from the payment before the purchase is made.

For sell transactions, charges will be deducted from the proceeds of the sale.

In the event that our nominated stockbroker is required to re-register assets into or out of an account, they will charge us £10 for each UK certificated stock. We will pass that charge onto you. In addition, if assets being re-registered into an Investment Account are owned by you personally, the registrar is likely to charge a fee for this. You will be required to pay the registrar this fee before the assets can be re-registered.

A14.4) Adviser remuneration and investment adviser charges

You agree that when a remuneration charge or investment adviser charge is deducted from the accounts, we will move it from one of our bank accounts that holds client money, to a bank account in our name. Once the deduction is made:

- it ceases to be your money, and will no longer be held by us as client money under FCA rules,
- your obligation to pay that remuneration or charge to your adviser or the investment adviser is discharged,
- it becomes our responsibility to pay your adviser or the investment adviser, and
- we will hold the deducted amount on behalf of your adviser or the investment adviser and deal with it as instructed by them. In exceptional circumstances, we may be unable to pay the amounts deducted following the termination of our agreement with them. For example, if their permissions have been removed by the FCA. In such circumstances, the amount deducted will be credited again as soon as practicable to the account.

The Charges information document will set out any agreed adviser remuneration you have authorised us to deduct from the accounts.

All remuneration that has been deducted will also be shown in your regular statements.

A14.4.1) Adviser remuneration

You must agree with your adviser how much you will pay them for the advice and services they will provide to you. We will need your written authority, on a form agreed by us, before we will deduct remuneration payments from the accounts and pay them to your adviser.

Adviser remuneration, either as a percentage or fixed amount, may be deducted as:

- initial remuneration from each one-off payment or cash transfer (unless the payment or cash transfer is due to be immediately placed in a drawdown pension arrangement as described in section B9.4), and/or
- a fixed number of regular remuneration payments, where at least one regular payment has been received, and/or
- ongoing remuneration, where remuneration payments are deducted regularly until they are stopped in line with these terms and conditions, and/or
- a one-off payment deducted from available cash in an account.

If you agree that initial remuneration is payable on a one-off payment or one-off cash transfer, provided that we have received your written authority, adviser remuneration will be deducted from the applicable account within two business days or the later of:

- the day after the payment is matched as described in section A9, and
- the day we process your written authority.

If we have not received your written authority, the amount your adviser requested will be held as available cash in the applicable account until we receive it. This money will not be ring-fenced and it could be used to pay Advance charges, as set out in A14.1, investment adviser charges (for a Stocks and Shares ISA, as set out in A14.5) or previously agreed ongoing remuneration. If this happens, there may not be enough available cash so that we will not be able to deduct the remuneration. Your adviser should then arrange to make sufficient additional cash available in the account so that we can deduct the remuneration.

Regular remuneration will be deducted, at a frequency agreed with your adviser, for a fixed number of deductions until the total amount agreed has been deducted. It cannot be deducted more often than the frequency of your most frequent regular contribution. We will deduct the agreed amount from available cash in the relevant account. If there is insufficient cash on any due date to deduct the full amount, we will be unable to deduct the remuneration payment on that due date. As such, where deductions are missed, it will take longer to pay the fixed number of deductions to your adviser.

Ongoing remuneration will, once authorised, accrue daily and be deducted at a frequency agreed with your adviser. It will be deducted from available cash you hold in the relevant accounts. Where there is insufficient cash for ongoing remuneration, we will sell assets to meet the difference in line with your disinvestment strategy, as described in section A15.

If regular or ongoing remuneration is payable, you can agree with your adviser whether the deduction from the account is made monthly, quarterly, half-yearly or yearly. We will deduct the remuneration on or shortly after the same day each time and this will be determined by the date your adviser submits the electronic application for that account, as described in section A4.2, or for a drawdown arrangement on the date this is authorised by us, as described in section B9 4.2. If remuneration is due to be deducted on the 29th, 30th or 31st, then in the months that end before the due date, we will deduct the remuneration on or shortly after the last day of the month. Where the remuneration is due to be deducted on a day other than a business day, we will deduct it on the next business day.

You may ask us to stop regular or ongoing remuneration payments to your adviser at any time. If the process to make the deduction for either regular or ongoing remuneration has already been initiated, the deduction will be made in full. It will be up to you and your adviser to agree whether any refund is due to you. Or, if a partial deduction is due, relating to ongoing remuneration from the date that the last deduction was made to the date that we process the notification, it will be deducted from the account on the next agreed deduction date.

If an account you hold no longer has sufficient value to pay regular or ongoing remuneration, we will stop payments to your adviser. You may, however, still be liable to pay any outstanding regular remuneration to your adviser. If you and your adviser agree that regular remuneration or ongoing remuneration deductions are to be re-started, you will need to give your written authority before this can happen.

Where initial remuneration or regular remuneration is agreed based on payments into a Retirement Account and those payments qualify for Pensions Relief At Source (PRAS), remuneration expressed as a percentage will be based on the amount including PRAS. Any remuneration agreed as a percentage relating to a payment that does not qualify for PRAS will be paid on the actual amount received.

Adviser remuneration deducted from the Retirement Account must only relate to pension advice given in respect of that account, and be in line with HMRC guidance, otherwise tax charges may be triggered, as described in section B12.

If an account is closed or on the death of the last account holder, any ongoing remuneration amount due to an adviser up until the date Advance processes the instruction from you or your personal legal representatives will be deducted from the accounts as soon as practicable. We will not wait until the next agreed deduction date to make the deduction.

We will need your written authority before any of the following changes to your adviser's remuneration can be made:

- increases,
- changes in basis, for example, from a fixed amount to a percentage,

- restarting ongoing or regular remuneration payments that have been stopped, or
- a one-off payment.

We will confirm any changes made to adviser remuneration by issuing a new Charges information document.

A14.4.2) Investment adviser charge

Where you agree with your adviser to invest into a model portfolio managed by an investment adviser, an investment adviser charge is payable. This is an ongoing charge calculated as a percentage of the value of the assets invested in the model portfolio the investment adviser is managing. The charge will be accrued daily and deducted at a frequency set by the investment adviser. It will be deducted from the available cash inside the model portfolio managed by the investment adviser, except where it relates to a model portfolio in a Stocks and Shares ISA. Investment adviser charges relating to a model portfolio in a Stocks and Shares ISA will be deducted from cash held outside your model portfolio in the Stocks and Shares ISA, or you may choose for them to be deducted instead from available cash in your Investment Account as explained in section A14.4.1. Where there is insufficient available cash to pay an investment adviser charge in this way, we will raise the cash to pay the charge by disinvesting from assets which you already hold. The way we make this disinvestment is described in section A15.

A14.4.3) Changes to investment adviser charges

Your adviser is required to inform you about any changes to the charge taken by an investment adviser they have appointed.

If all of the assets in the model portfolio managed by an investment adviser are sold or the assets are moved back to your adviser to be managed, or if an account is closed or on the death of the last account holder, any ongoing charges due to an investment adviser up until the date Advance processes the instruction or notification of death will be deducted from the account as soon as practicable. We will not wait until the next agreed deduction date to make the deduction.

We will confirm any changes to investment adviser charges in your Charges information document.

A14.5) Adviser remuneration and investment adviser charges for ISAs

If you have a Stocks and Shares ISA or Cash ISA and an Investment Account within the same Advance Portfolio, you can choose to have adviser remuneration and investment adviser charges relating to your ISAs deducted from your Investment Account. If you elect to do this, the portion of the Advance Portfolio charge (explained in A14.1.1) relating to your Stocks and Shares ISA will also be deducted from your Investment Account.

If the Investment Account does not have sufficient value to make an ongoing adviser remuneration payment, or pay an Investment Adviser charge, relating to your ISAs, we reserve the right to deduct that ongoing remuneration payment, or Investment Adviser charge, and all future payments and charges from the ISA to which they apply.

Where initial remuneration is being deducted from your Investment Account in respect of an ISA, the deduction will be made as soon as there is sufficient available cash, provided we have received your written authority.

A15) Disinvestment Strategies

A15.1 Your disinvestment strategy

Where there is insufficient available cash in an account to meet a deduction due from that account, we will sell assets in that account to cover the amount due for:

- our charges, as described in section A14.1 and B6,
- ongoing adviser remuneration as described in section A14.4, where applicable,
- failed payments, as set out in section A9.2,
- regular withdrawals or drawdown pension where the income payment strategy fails, as described in section A16.3 and B9.4.2,
- investment adviser charges in relation to your Stocks and Shares ISA, where applicable (for details of the disinvestment strategy which would be used to pay the investment adviser charges for your other accounts, see A15.2).

We will sell mutual fund assets in the account, equivalent to the outstanding amount, subject to a minimum of £50. Where the outstanding amount is greater than £40, we will sell assets equivalent to the outstanding amount plus £10. Any proceeds remaining from the sale of assets after charges, will remain as available cash.

If you have one or more separate arrangements within an account for the purpose of taking drawdown pension from a Retirement Account (as set out in section B9.4), the disinvestment strategy and minimum disinvestment will apply to each arrangement separately.

You and your adviser will decide on a disinvestment strategy that will determine on what basis we sell assets. There are three options,

- least volatile fund first, or
- most recently purchased fund first, or
- proportionately across all funds and model portfolios.

Least volatile fund

The least volatile fund will be the mutual fund with the lowest volatility rating measured by the amount of price fluctuation over a period of time. The relative volatility of the available mutual funds is determined by a sub-contractor appointed by us.

Most recently purchased fund

We will disinvest from your mutual fund holdings on a last in, first out basis. Where transactions occur on the same day, we will disinvest from the last mutual fund bought on that day, based on the time of the trade.

Proportionately across all funds and model portfolios

We will disinvest a proportion of the amount due from the mutual funds and model portfolios in the account, excluding treasured assets.

If you have chosen either the least volatile or most recently purchased fund disinvestment strategy, where possible, we will disinvest the full amount from either the least volatile or most recently purchased mutual fund. However, if the relevant mutual fund does not have sufficient value to cover the full amount, we will deduct the balance from the next least volatile or most recently purchased mutual fund, until the outstanding amount has been paid.

If you select the least volatile fund or most recently purchased fund disinvestment strategy options, we will not automatically disinvest mutual funds held within an adviser's model portfolio or an investment adviser model portfolio.

If you have chosen a proportionate disinvestment strategy, we will disinvest a proportion of the total amount due from each mutual fund or model portfolio in the account in proportion to their respective values.

The proportion disinvested from an investment adviser model portfolio will be disinvested in line with the investment advisers sell strategy (A16.3) and may include exchange-traded assets.

Treasured assets

If you have an adviser they can choose to exclude any specific assets or model portfolios from the disinvestment strategy. These are known as treasured assets.

As part of a disinvestment strategy, we will not automatically sell:

- exchange-traded assets bought through our nominated stockbroker, unless you have chosen a proportionate disinvestment strategy (as described above) and the exchange-traded assets form part of an investment adviser's sell strategy for an investment adviser model portfolio as described in A16.3,
- treasured assets

We may also choose to exclude certain mutual funds where we believe this is appropriate in order to manage the Portfolio efficiently, such as where they are not priced on a daily basis.

In the event that you do not have enough available holdings in an account to cover an amount due by disinvesting as described above, we will contact your adviser to determine how you will pay us the amount due.

If we are unable to deduct the outstanding amount due from any available holdings and your adviser does not confirm how the amount is to be deducted, we may sell other available assets to cover the outstanding amount. Where we do so, we will sell assets from the asset holding with the highest value on the date we issue the instruction. This may include treasured assets or exchange-traded assets. We will pass on to you any reasonable charges we incur for selling these assets. If we sell exchange-traded assets, we

will sell assets for the amount required plus the greater of £50 or 1% of that amount. If we sell mutual fund holdings, we will sell the same minimum holdings as detailed above.

Where you hold your entire assets within an account within model portfolios and we are unable to deduct an amount due we reserve the right to change your disinvestment strategy so it operates proportionately across all funds and model portfolios as described above.

A15.2 Investment adviser(s) disinvestment strategy

A separate investment adviser disinvestment strategy is set for any model portfolio managed by an investment adviser. It is always set to disinvest from the least volatile mutual fund asset within the model portfolio they manage. This investment adviser disinvestment strategy is invoked when there is insufficient available cash to pay investment adviser charges. It may also be used to pay outstanding cash on an order to buy exchange-traded assets for your investment adviser model portfolio, as explained in A11.5.

However, the investment adviser disinvestment strategy is not applicable for investment adviser charges for Stocks and Shares ISAs. The investment adviser charges are paid from cash in your Stocks and Shares ISA or Investment Account (see section A14.4.2) and if you have insufficient cash, your adviser's disinvestment strategy as described in A15.1 will be used.

A16) Withdrawals

Sections A16, A16.1 and A16.2 do not apply to the Retirement Account.

You can receive regular or one-off withdrawals from your Cash Account or other accounts you hold within the Advance Portfolio. Withdrawals must be a specified cash amount in pounds sterling.

You will not be able to make withdrawals from any Junior Portfolio accounts.

For accounts taken out on or after 1 January 2018

We will only make payments from the account by electronic transfer. Any such payments we make will be made to you or the appropriate beneficiary where the account is in trust or you have died. However, the bank account to which the payment is made must be located in the same country as the recipient of that payment.

However, where the recipient is a US resident we may at our discretion, make a payment to a UK bank account if we have confirmation of the global intermediary identification number (GIIN) for the bank in question.

Payments will only be made to a nominated bank or building society account verified as belonging to the recipient by your adviser or verified by us if the recipient does not have an adviser, or to your Cash Account.

We may prevent withdrawals where we know of, or suspect fraud, money laundering or the recipient is no longer resident in the same country as the nominated bank account.

For accounts taken out before 1 January 2018

We will make withdrawal payments in line with the instructions we receive, by BACS to a nominated UK bank or building society account verified as belonging to you by your adviser or verified by us if you do not have an adviser, or to your Cash Account.

We may prevent withdrawals where we know of, or suspect fraud or money laundering.

A16.1) One-off withdrawals

One-off withdrawals can be deducted from either your Cash Account or from available cash in another Account. If you do not have enough cash to cover the withdrawal, assets must be sold first to provide sufficient cash from which the withdrawal can be paid.

It is your adviser's responsibility to ensure there is sufficient cash in the account for us to make the withdrawal at the requested time. If you do not have an adviser this is your responsibility.

A minimum of five days will apply from when we receive an instruction to make a one-off withdrawal to when it is actually paid.

If we receive an instruction to withdraw the full value of an account, where applicable, we will:

- deduct any charges due, any adviser and/or investment adviser(s) remuneration accrued up to the date of the withdrawal, and/or
- delay paying the withdrawal until any uncleared payments, or expected direct debits, become cleared funds.

A16.2) Regular withdrawals

Regular withdrawals can be paid monthly, quarterly, half-yearly or yearly on any date between the 1st and the 28th of the month inclusive. An end date can also be specified. The specified start date must be at least ten business days from the later of either:

- the date of the instruction, or
- the date the money is received in the account, or
- the date the bank or building society account to which we will pay the withdrawal is verified as yours.

To change the amount or frequency of a regular withdrawal, or to change your income payment strategy, or to change the bank or building society account to which the regular withdrawal is being paid, the regular withdrawal must stop and your adviser, or you if you do not have an adviser must set up a new regular withdrawal instruction.

If a regular withdrawal is due on a non-business day, you will receive it on the last business day before the due date.

A16.3) Income payment strategy

When a regular withdrawal from an account is first set up, an income payment strategy to fund the regular withdrawals you have requested is also selected. This can be changed at any time.

Income payment strategy

This determines the assets to be sold to fund regular withdrawals. It may be from specified assets, or proportionately based on the value of each asset held in the relevant account. Model portfolios managed by investment advisers may be included in the income payment strategy, but when the amount is deducted from the model portfolio it will be in line with the investment adviser's sell strategy for the model portfolio as described in A16.3.

You may have a separate income payment strategy for each account.

We will sell assets in line with your income payment strategy up to ten business days before a regular income payment is paid to you.

If an income payment strategy includes a model portfolio, the amount deducted from the model portfolio will be deducted proportionately from each asset within it.

When a purchase of assets within a model portfolio coincides with a sell instruction linked to an income payment strategy for a regular withdrawal, the sale may be delayed for one day to allow the purchase to complete. This will not affect the final payment date of a withdrawal. If on the following business day the sale instruction cannot be processed, the regular withdrawal will not take place.

If the income payment strategy fails for any other reason, but there remains sufficient value in the relevant account to support it, the withdrawal will still be paid. The withdrawal will be funded from available cash in the relevant account or arrangement, as applicable. If there is insufficient available cash, we will sell assets in line with the applicable disinvestment strategy in line with section A14 and tell your adviser, or you if you do not have an adviser.

A16.4) Withdrawals from a model portfolio managed by an investment adviser

When the investment adviser sets up a model portfolio they will specify a sell strategy. Any payments of Advance charges, adviser remuneration, requests for one-off withdrawals or regular withdrawals from the model portfolio managed by an investment adviser will be in line with the model portfolio sell strategy. The investment adviser could choose to sell proportionately from all assets held at the time of the withdrawal. Alternatively the investment adviser could choose to sell holdings in the asset that is furthest above its intended allocation in the model portfolio first, then the next furthest above its intended allocation and so on, to align the assets in the model portfolio back to the asset allocation in the model portfolio design.

A17) Ending the agreement with your adviser

Your agreement with your adviser may end because either you, or your adviser, want to end that agreement. However, it may also end because the agreement between us and your adviser ends, for example, because the adviser's permissions are removed by the FCA. In either event, your adviser will no longer be able to manage the Advance Portfolio.

Where your agreement with your adviser ends, you should notify us of this fact as soon as possible.

Where we receive notification of the end of your agreement with your adviser, we will remove your adviser from the account and stop any deductions for regular or ongoing remuneration as soon as reasonably practicable.

If, prior to us processing such notification, the process to make a deduction for either regular or ongoing remuneration has already been initiated, the deduction will be made in full. It will be up to you and your adviser to agree whether any refund is due to you.

If ongoing remuneration is (or will be) due in respect of the period between the most recent deduction and the date we process such notification, this amount will be deducted from the accounts on the next agreed deduction date (or earlier if another provision of these terms and conditions applies).

If the agreement between us and your adviser ends, we will stop any deductions for regular and ongoing remuneration from the date that we process the removal of the adviser from the account. Depending on our agreement with your adviser, we will deduct any ongoing remuneration due from the last deduction date up until the date we remove your adviser from the account. Where we do this, we will not wait for the next deduction date but instead make the deduction as soon as practicable. Where any remuneration remains due from you to your adviser, they may contact you to arrange an alternative method of payment.

Any remuneration which we deduct from the accounts will be held in line with section A14.4 on behalf of your adviser.

If, for any reason, your adviser is no longer able to manage the Advance Portfolio, and you want the Advance Portfolio to continue, we recommend you should appoint a new adviser who has an appropriate agreement with us. Only an adviser who has such an agreement with us can manage the Advance Portfolio online and give you access to all the options and accounts available within the Advance Portfolio.

The agreement between us and your adviser affects the Advance Portfolio charge described in section A14.1.1. If at anytime you do not have an adviser, our charges described in that section will apply. Should you change adviser, this may also affect the charges you pay, which may increase but not above the standard charges in section A14.1.1.

Where you appoint a new adviser to manage the Advance Portfolio, you must agree with them how much you will pay them for the advice and services they provide to you. Where they ask us to deduct their remuneration from your accounts, you must provide us with your written authority for us to do so.

If you end your agreement with the adviser managing the Advance Portfolio, we will issue you with details about any restrictions and limitations that apply, together with information on how you can appoint a new adviser who has an appropriate agreement with us. In addition, if you don't already have online access to the Advance Portfolio, we will send you a username and password for www.myfinancialportfolio.co.uk.

It will restrict the options that are available to you, which means that you will not be able to:

- manage the Advance Portfolio or give instructions online, meaning all instructions must be provided in writing or by telephone,
- open new accounts,
- increase payments to a Retirement Account,
- invest in any assets other than assets defined as mutual funds in section A10.

We will notify you of the new charges that apply at the time your adviser stops managing the Advance Portfolio, or if you appoint a new adviser.

We will use a credit reference agency for identity verification and fraud checking purposes when you end your agreement with your adviser.

In addition, the ending of the agreement with your adviser will have the following specific consequences:

- If you are invested in a model portfolio, this will end. Any money will remain invested in the assets that formed the model portfolio at the time that it ended.
- If you have an investment strategy (including a phased investment strategy) or income payment strategy that includes a model portfolio which your new adviser does not have access to, any regular withdrawals, drawdown pension payments, regular payments or phased investment strategies that are taken from or paid to that model portfolio will stop.
- We will re-start regular withdrawals or drawdown payments as soon as practicable using the individual assets that were held within the model portfolio.
- We will follow the instructions of your new adviser for allocation of your regular payments and phased investment strategy. If your adviser does not provide instructions we will allocate regular payments and the phased investment strategy previously allocated to the individual assets previously held within the model portfolio.

If you do not appoint a new adviser, you will be responsible for providing us with such instructions.

If you are invested in a model portfolio managed by an investment adviser (see section A2.3), the agreement with them is dependant on your adviser. As such, if your adviser agreement ends the agreement with the investment adviser will automatically end and your money will remain in the assets that formed the model portfolio at the time it ended but will no longer be managed by the investment adviser.

A18) If you die

When we receive notification of your death, or where applicable the death of the last surviving account holder (for portfolios held in trust this only applies on the death of the last surviving trustee), we will send details of what we need to your legal personal representative, and:

- remove your online access to view the Advance Portfolio
- change all adviser access to read only and not accept any new online instructions
- stop all regular payments into any accounts
- stop all future regular withdrawals (except for Portfolios held in trust), including any income from drawdown pension
- remove any assets from the control of an investment adviser model portfolio, so the assets will no longer be subject to changes in the model portfolio design
- continue to make remuneration payments to your adviser, until we receive instructions from your legal personal representatives to stop this, and
- unless requested to do so by your legal personal representative(s) we will not sell assets. Where we are instructed to sell assets we will do this as soon as reasonably practicable.

Once we receive all documents and information we reasonably request from your legal personal representative, to ensure the money is paid to the correct person(s), with the exception of the Retirement Account and Junior Retirement Account (see section B10) and Advance Portfolios held in trust, we will pay the proceeds accordingly.

Where you have an adviser they will be responsible for working with your legal personal representatives to provide the information that we require. If you do not have an adviser your legal personal representatives will be responsible for working with us directly.

These terms and conditions will be binding on your legal personal representatives.

Additional information about how the individual accounts will be affected by your death is provided in sections B10, C4, D10, E9, F5 and G8.

A19) Closing the Advance Portfolio

Where all the accounts in the Advance Portfolio are closed, as described in sections B14, C5, D10, E10 and G9, you or your adviser may instruct us to close the Advance Portfolio.

Otherwise, we will close the Advance Portfolio:

- after a full payment or transfer out from the last remaining account in the Advance Portfolio, or
- where there is a material breach of the terms and conditions.

We will tell your adviser, or you if you do not have an adviser before we close the Advance Portfolio.

A20) Changes we can make to these terms and conditions

This document sets out the terms and conditions. Only we can change or add to the terms and conditions.

We may alter the terms and conditions (including any provisions that apply to your payments and assets) to the extent that the change is proportionate and reasonable for any of the following reasons:

- To take account of changes to, or to comply with the law, taxation, official guidance, codes of practice, the way in which we are regulated or the amount of capital we need to hold.
- To provide for the introduction of new or improved systems, methods of operation, service or facilities.
- To take account of a recommendation, requirement or decision of any court, government body, ombudsman, regulator or similar body anywhere in the world where the recommendation, requirement or decision impacts on us with regard to the account.
- To make these terms and conditions clearer or more favourable to you.
- To put right any mistake we may discover in future.
- To reflect changes in technology or industry practice.
- To reflect any change to our corporate structure arising from any reorganisation of our business, that does not unfavourably affect the accounts but requires us to make certain changes to these terms and conditions.
- To allow for changes to levies or charges imposed by law or under the Financial Services Compensation Scheme or by the FCA (unless we are told we must not pass these onto our customers).
- If, in our reasonable opinion, we are at material risk of becoming insolvent and this may be avoided by changing these terms and conditions and the changes are in the interests of our Advance Portfolio and account holders as a whole.

Wherever possible, we will let you know at least three months before we make any material changes to these terms and conditions. Otherwise, we will tell you about any changes when we send you your regular statement. You can get the most up-to-date version of these terms and conditions from your adviser or online.

A21) Other terms

If any provision in these terms and conditions is found to be invalid by any court, the invalidity of that provision will not affect the validity of the remaining provisions of these terms and conditions, which will remain in full force and effect.

The failure or delay either by us or you to exercise or enforce rights, or enforce any obligation, under these terms and conditions is not a waiver of those rights and it will not prevent subsequent enforcement of those obligations.

Headings in these terms and conditions are for convenience only and have no legal effect.

Only you, your legal personal representative or we can enforce the terms of this agreement. No other person has any rights to enforce any of its terms.

A21.1) Events beyond our control

We may be unable to perform our obligations under these terms and conditions where events occur that are beyond our reasonable control. These events include, but are not limited to:

- riot, civil unrest, military action or terrorism,
- fire, explosion, earthquake, storm, flood, epidemic or other natural disaster,
- strikes, lockouts or other industrial action,
- unforeseeable restrictions imposed by legislation, regulation or other government initiative that are not the result of our misconduct,
- any change in market conditions affecting the execution or settlement of transactions in respect of the accounts,
- any cyber-attack on our IT systems,
- any failure in transport networks or other utilities such as power, telecommunications networks or water leading to unavoidable disruption,
- a change in your residency where you move abroad, as described in section A21.2, or
- any other event or circumstance that we are unable, using reasonable skill and care, to avoid.

Where an event beyond our reasonable control occurs, and if you are being, have been, or are likely to be disadvantaged, we will, whenever possible, let your adviser know as soon as we can.

We shall use our reasonable skill and care to limit the effect of the event on you but if the event continues for a period in excess of three months, we may take appropriate action, acting reasonably, proportionately and fairly, which may include closing the accounts.

A21.2) Moving abroad

The Advance Portfolio and the accounts available within it are designed for individuals who are resident in the UK. If you move, or in the case of the Junior Portfolio, you or the child moves, to another country outside the UK, the accounts may no longer be suitable for your or the child's individual needs. UK laws or the local laws and regulations of the jurisdiction to which you move may impact our ability to continue to operate the Advance Portfolio and any accounts within it in line with these terms and conditions. You or your adviser must tell us of any planned change in your residency while you have a Advance Portfolio prior to such change becoming effective, if you or your adviser does not do so, this may be a material breach of these terms and conditions in accordance with section A19.

A21.3) Transferring our duties

We may delegate any of our functions under these terms and conditions to another person or persons without your consent to fulfill our responsibilities. If we delegate any of our functions, we will carry out any transfer of your personal information in line with our data protection statement (see Appendix B).

Where we delegate any of our functions under these terms and conditions, we will satisfy ourselves of the competence of the other people to carry out those functions and responsibilities.

Your rights and benefits and our liability under these terms and conditions will not be affected where we choose to delegate any functions.

We may also transfer all or part of our rights and obligations under our Agreement with you to another firm in the Embark Group. We will not ask for your consent to do this, except where required by regulation, but will only do so if we receive undertakings from that other firm that your rights under these terms and conditions will not be prejudiced in any way. You will be provided with the data privacy notice of the other entity, explaining how your personal data will be used by them, ahead of any transfer of data to them.

A21.4) Disclosure

You authorise us to disclose to any tax authority including HMRC, any regulatory authority, the police or such other persons, as required by law or as otherwise required, so we can carry out our duties under these terms and conditions, any information they may require in relation to you and your accounts. In addition, you authorise us to comply with any other tax obligations of the UK or elsewhere applying to Advance or the Embark Group, including tax reporting and the deduction of any withholding tax.

A21.5) Liability

We will exercise due care and diligence in operating the Advance Portfolio and the accounts within it and we are responsible for all loss and damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence. We will not be liable to you for:

- any losses caused to you by our decision to delay or suspend a trading instruction in accordance with section A11.6 unless it was caused by our negligence, fraud or wilful default.
- any delay in carrying out a trading instruction as described in section A11.1, caused by the temporary unavailability of our nominated stockbroker's computer systems, or
- any loss on your cash holdings or assets that may arise, unless it was caused by our breach of these terms and conditions or our negligence, or
- our acts or omissions or those of any adviser, investment adviser, fund manager or banking partners, except if they arise as a result of our negligence or our breach of these terms and conditions.

Nothing in these terms and conditions is intended to:

- exclude our liability for death, personal injury, fraud, fraudulent misrepresentation or any other matter that cannot be excluded or limited by law, or
- exclude or limit our duties and liabilities to you under the Financial Services and Markets Act 2000 (or any successor legislation) and rules of the FCA (or any successor regulator).

A21.6) Conflicts of interest

We make every effort to identify conflicts of interest. A conflict of interest is where the interests of our business conflict with those of a customer, or if there is a conflict between customers of the business. Once identified, we aim to either prevent the conflict or put steps in place to manage it so that it is no longer potentially detrimental to our customers.

We have processes in place to ensure we conduct our business lawfully, with integrity, and in line with current legislation. We operate in line with our conflicts of interest policy, available on request or on our website, which details the types of conflicts of interest that affect our business and how we aim to prevent or manage these. Where we cannot prevent or manage a conflict which may be detrimental to you, we will fully disclose it to you in line with our policy.

A21.7) Law

The law of England applies to the Advance Portfolio. However if you are resident in another part of the United Kingdom, the law of that part of the United Kingdom applies in the event of any inconsistency. Any dispute in relation to the Advance Portfolio can be resolved in the courts of the part of the United Kingdom in which you are resident, unless we and you agree otherwise.

A21.8) Compensation

We classify you as a 'retail client' under the FCA rules. This means you will receive protection for complaints and compensation and receive information in a straightforward way.

Where you have an adviser, they will recommend accounts that are suitable for your needs. You have a legal right to compensation if, at any time, an authority decides that a recommendation was not suitable when it was made.

If we, or any of the providers of assets or investment services available through the accounts cannot meet any financial obligations, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). The compensation you may receive will be based on the FSCS rules and whether you are eligible to make a claim. You could lose all or some of your money.

The FSCS is a fund of 'last resort', only stepping in if the provider of the investment is in default.

Default

A provider is in default if it is unable or likely to be unable, to pay any claims made against it. This will generally be because the provider has stopped trading and does not have enough assets to meet claims made against it, or because it is insolvent.

The FSCS will not cover you:

- if the provider has stopped trading but still has assets to meet its claims
- for poor investment performance.

To make a claim, the provider in default must be the provider that ultimately owns the assets you have invested in. It must also be:

- An FCA authorised firm. All providers based in the UK carrying out investment business must be authorised by the FCA. You can check if a company is an FCA authorised firm on the FCA website – www.fca.org.uk.
- An EEA (European Economic Area) UCITS management company for a UCITS scheme.
- An EEA firm that has made a payment to be part of the FSCS.

UCITS

UCITS are investment funds which can be authorised in one EEA country but operated across the whole EEA.

If a provider is in default and you satisfy the criteria to be eligible to make a claim, the limits to your compensation would be as follows:

Sterling ISA Managers Limited

A claim for the administration of the accounts may be covered up to a maximum of £85,000.

Banking partners

The FSCS may cover any claim for cash held in the accounts with our banking partners, or banks within the same banking group, up to a maximum of £85,000.

This limit includes any cash held in the account together with any other money you hold with the same bank. It may also include money you hold with other banks within the same banking group.

Mutual fund manager

If a mutual fund manager cannot meet its financial obligations, any claim may be covered up to a maximum of £85,000.

Nominated stockbroker

If our nominated stockbroker cannot meet its financial obligations, any claim may be covered up to a maximum of £85,000.

You can contact the FSCS for more information:

Website: www.fscs.org.uk

Telephone: 0800 678 1100 or 020 7741 4100

Address: Financial Services Compensation Scheme,
10th Floor,
Beaufort House,
15 St Botolph Street,
London, EC3A 7QU

Pension Trustee Investments

If we're unable to meet our financial obligations in full, you may be entitled to help from the Financial Services Compensation Scheme (FSCS). For pension trustees, the compensation your scheme will receive will be based on your scheme rules. If you need more information, you can contact the FSCS helpline on 020 7892 7300, write to the address below or visit the website www.fscs.org.uk.

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
1 Portsoken Street
London
E1 8BN

Your adviser will recommend products that are suitable for the needs of your pension scheme. Your pension scheme has a legal right to compensation if an authority decides that a recommendation was unsuitable when it was made.

A21.9) Other documents

You should read these terms and conditions together with:

- the key features documents
- your Charges information document
- for a Retirement Account, any illustration provided to you
- Advance Accidental Death Cover terms and conditions and Key features of Advance Accidental Death Cover
- where you have an adviser, the Advance Portfolio Asset guide.
- key information document or key investor information document for any assets you are investing in.

These documents are all available from your adviser or online; you should keep them, along with these terms and conditions, together with any subsequent terms and conditions, for future reference.

A21.10) How to complain

If you need to complain, please contact us. Our contact details are at the end of this document.

You can ask us for details of our complaints handling process.

If you are not satisfied with our response, you can complain to the Financial Ombudsman Service.

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

Address: The Financial Ombudsman Service,
Exchange Tower, London, E14 9SR

If your complaint relates to the administration of your account you can complain to the The Pension Ombudsman

Website: www.pensions-ombudsman.org.uk

Telephone: 0800 917 4487

Email: enquiries@pensions-ombudsman.org.uk

Write to: The Pensions Ombudsman,
10 South Colonnade, Canary Wharf,
London, E14 4PU

Help is also available from MoneyHelper.

Website: moneyhelper.org.uk
 Telephone: UK: 0800 011 3797
 From abroad: +44 20 7932 5780

If you have bought the Advance Portfolio online, you can also use the European Online Dispute Resolution website if you're not happy with your online experience at ec.europa.eu/consumers/odr/

These services are free and using them will not affect your legal rights.

A21.11) Data Protection

Advance takes your privacy very seriously and is committed to ensuring the way we collect, hold, use and share information about you complies fully with data protection legislation. Please read the 'Advance Portfolio – Your privacy is important to us' leaflet, given to you by your adviser and also included as Appendix B of these terms and conditions. You have been asked to confirm that you have read this as part of the application process.

You agree that we may record telephone conversations between you and us, and use such recordings, or transcripts from such recordings, as well as any emails or messages you send us, for training purposes, for the purposes of investigating any complaint you may make, or as evidence in any dispute or anticipated dispute between you and us.

A21.12) Our regulator

Sterling ISA Managers Limited, trading as Advance is authorised and regulated by the Financial Conduct Authority (FCA).

Website: www.fca.org.uk
 Telephone: UK: 0800 111 6768 (freephone),
 From abroad: +44 20 7066 1000
 Address: Financial Conduct Authority,
 12 Endeavour Square, London, E20 1JN

A21.13) Anti-money laundering and fraud

To comply with the UK Money Laundering Regulations 2017, which covers the EU's 4th Directive on Money Laundering, your adviser will verify your identity and the identities of anyone else connected to the Advance Portfolio and associated accounts when you apply for them. These checks will help protect the Advance Portfolio from fraudulent attack. We may ask to see extra identification or perform electronic checks to validate your identity.

We can refuse to allow any payments to or from the accounts if:

- we believe or suspect it may place us in breach of any legislation or law, or
- we believe or suspect it relates to fraud or any other criminal act.

To prevent financial crime, your details may be passed to governmental, regulatory or other bodies as required by law.

We will not be responsible for any unauthorised transaction where you or anyone you authorise has acted fraudulently in relation to the accounts unless it arises as a result of our breach of these terms and conditions or our negligence.

A21.14) Sanctions

We will not provide you, your adviser or any investment adviser(s) with any services or benefits if in doing so we violate any applicable (including UK, EU and USA (Office of Foreign Asset Control)) financial sanctions, laws or regulations. This could result in us having to terminate the accounts with us.

A21.15) HMRC practice

These terms and conditions are based on our understanding of current HM Revenue & Customs practice (HMRC).

Taxation law and HMRC practice may change from time to time and such changes cannot be foreseen. If there is any change in law or taxation that makes it impracticable or impossible to carry out these terms and conditions, we reserve the right to vary them and we will inform you of any such change at the first practicable opportunity.

The Advance Portfolio is designed for Account holders who are resident in the United Kingdom. We do not provide any tax advice. If you decide to live outside of the United Kingdom after you have taken out the Advance Portfolio, we recommend you take independent advice in relation to your accounts and the tax consequences of changing your country of residency. We are not responsible for any adverse tax consequences that may arise in respect of your accounts and/or any payments made under the accounts as a result of you changing your country of residency.

A21.16) Identifying the lawful claimant following the death of an account holder

It is possible that we may become aware of your death other than by a notification from, or on behalf of, your next of kin or the person who is dealing with your estate. For example, we could be told by the Department for Work and Pensions or such other third party. It is also possible that, even though we haven't been told you are dead, we have reason to believe that you might have died. If so, we can take reasonable steps to verify the position and, if appropriate, to identify who should claim the assets held within the Advance Portfolio.

Where we reasonably incur external costs in doing this, for example, obtaining a death certificate and/or identifying and tracing the new legal owner(s), we will recover those costs by deducting them from any payment we make from the Advance Portfolio. The costs that we recover will not be more than £250 as at March 2019. This maximum charge will increase in line with the increase in the Average Weekly Earnings (AWE) in December each year. If there is no increase in the AWE, there will be no change in the maximum charge. If our enquiries lead us to conclude that you are not dead, we will not recover any costs.

SECTION B – ADDITIONAL TERMS THAT APPLY SPECIFICALLY TO THE ADVANCE RETIREMENT ACCOUNT AND ADVANCE JUNIOR RETIREMENT ACCOUNT

This section does not apply to portfolios held in trust.

For the purposes of this section, unless stated otherwise, the term Advance Retirement Account shall be taken to include the Advance Junior Retirement Account.

B1) Roles and responsibilities

The Retirement Account is a self-invested personal pension (a 'SIPP'), made available by us. It is issued under the ABE Personal Pension Scheme, (the 'scheme') and is an individual contract between you and us acting in our capacity as the Scheme Administrator of the scheme.

The scheme

The scheme is a registered pension scheme under Chapter 2 of Part 4 of the Finance Act 2004, and is established and governed by a Trust Deed and Rules as amended from time to time ('the scheme rules'). A copy of the scheme rules is available from us on request. The scheme rules set out the legal and regulatory basis on which the scheme is operated and require all dealings with your Retirement Account to comply with HMRC rules and relevant pensions and tax legislation.

Scheme administrator

Sterling ISA Managers Limited is the scheme administrator of the scheme who is responsible for the day-to-day running of the scheme, and for ensuring that payments to the scheme and benefits paid by the scheme are treated in line with relevant pensions and tax legislation and in line with the scheme rules.

The trustee

Embark Trustees Limited (ETL) is the trustee of the scheme. The trustee is a bare trustee; this means its only role is to hold the scheme assets for the benefit of you and the other members of the scheme. It is not responsible for the day-to-day running of the scheme. The trustee's address is, 100 Cannon Street, London EC4N 6EU.

B2) Starting your Retirement Account

The terms and conditions of the Retirement Account apply from the start date of the Retirement Account in line with section A5. You will be bound by the terms and conditions of the Retirement Account and by the scheme rules. If there is a conflict between these terms and conditions and the scheme rules, the scheme rules will prevail.

To have a Retirement Account you must fulfil the eligibility criteria detailed in section A3.

B3) Cancellation rights

In addition to the cancellation rights detailed in section A6, the following terms apply.

If you cancel a one-off payment used to open your Retirement Account, we will return the payment, less any fall in the value of the assets purchased with both the payment and the tax relief. Tax relief is described in section B4. You cannot cancel any subsequent one-off payments.

If you cancel a cash transfer we will return the payment, less any fall in the value of the assets purchased to the previous scheme.

If you cancel a cash transfer and the transferring scheme refuses to take the transfer back, you and your adviser will be responsible for finding an alternative scheme to which the transfer can be paid. Until then, the transfer will be held as available cash in your Retirement Account.

HMRC regulations only permit the refund of payments in very limited circumstances. Unless you cancel your Retirement Account in line with section A6, once we have accepted a payment, we will not refund it unless permitted to do so by HMRC regulations.

When you first start to take drawdown pension from your Retirement Account, as described in section B9.4, we will send you a cancellation notice. You will be able to cancel the drawdown pension arrangement within 30 days of receiving the cancellation notice. You will not receive cancellation rights on any additional assets you subsequently move into your drawdown arrangement.

If you exercise your cancellation rights in respect of your drawdown pension, you must return any tax-free cash lump sum and income we have paid to you in relation to the transaction that you are cancelling. If you fail to return these payments, then they will be treated as unauthorised payments and become taxable as outlined in section B12.

B4) Payments into your Retirement Account

Subject to HMRC limits, where we are told that your payments to your Retirement Account are eligible for tax relief (pension relief at source), we will add an amount equivalent to basic-rate tax relief to your payment on our receipt of the payment and invest the combined amount. We will claim the tax relief from HMRC. To qualify for tax relief, payments to your Retirement Account must be made in line with HMRC requirements.

In respect of a period where you are a Scottish or Welsh rate tax payer, should the tax rates differ and we are unable to claim the appropriate basic rate of tax relief you are entitled to, HMRC will make any adjustments that might be needed to your tax position through Self Assessment or through your PAYE coding.

Other than transfers made in line with section B4.1, all payments must be in cash, either by direct debit, cheque, BACS, CHAPS or from your Cash Account.

Subject to section A3, to make payments to a Retirement Account you must be a relevant UK individual according to the applicable law.

Relevant UK individual

Is someone who:

- has relevant UK earnings chargeable to UK income tax for the relevant tax year, or
- is resident in the UK at sometime during the relevant tax year, or
- was resident in the UK both at sometime in the five years immediately before the relevant tax year and when they took out their Retirement Account, or
- has earnings for the relevant tax year from overseas Crown employment that are subject to UK tax, or is married to, or in a civil partnership, with a person who has such earnings

Relevant UK earnings

Earnings that are chargeable to tax in the UK in respect of:

- employment income, or
- income from a trade, profession or vocation (including such partnership income), or
- income immediately derived from the carrying on of a UK or EEA furnished holiday lettings business (including such partnership income), or
- patent income where the individual, alone or jointly, devised the invention for which the patent in question was granted.
- general earnings from an overseas Crown employment that are subject to UK tax.

You or your adviser must tell us as soon as you can if you know or suspect you have stopped qualifying as a 'relevant UK individual'.

In addition to payments from you, regular and one-off payments can be made by your employer and/or on your behalf by other UK resident third parties.

Once a payment has been accepted, HMRC regulations mean that it is unlikely it can be refunded, unless it is part of a cancellation in line with section A6.

You are not eligible for tax relief on:

- payments made by you after you reach age 75,
- any employer payments made to your Retirement Account, or
- on any transfer payments as described in section B4.1.

B4.1) Transfers in

Where we agree, we will accept a transfer of proceeds from your existing pension scheme(s). The transfer(s) must be made in line with the appropriate regulatory requirements that apply at the time of the transfer(s).

The transfer may be a cash transfer or a transfer of assets, known as re-registration, in line with section A9.3.

Where a transfer includes the re-registration of assets, it will not be possible to sell any of these assets until the re-registration of all assets has been completed.

We may accept transfers from UK registered pension schemes and recognised overseas pension schemes provided there is an appropriately completed application.

Any part of a pension being transferred from another provider that is already being used to provide a capped drawdown pension will be transferred to a separate drawdown pension arrangement. These arrangements will not be capable of receiving any additional cash or assets.

Any part of a pension being transferred from another provider that is already being used to provide a flexi-access drawdown pension will be transferred to a separate drawdown pension arrangement. Following the completion of the transfer, all cash and assets will be moved into a single flexi-access drawdown arrangement which will be capable of receiving additional cash or assets. You won't be able to buy or sell assets in the affected flexi-access drawdown arrangement while this process is taking place. Any subsequent flexi-access drawdown transfers will also be moved into this same arrangement.

B4.1.1) Cash transfers from pension and drawdown pension schemes

Where we receive an application instructing us to arrange a transfer of some or all of your benefits from an existing pension or drawdown pension plan provided by another scheme, we may ask you to provide us with the original policy documents before we accept the transfer. If you are unable to do so, you will be responsible for any losses and/or expenses which are the result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information deliberately or carelessly given by you, or on your behalf in respect to the application.

By submitting the application to transfer, you authorise the release of information between us, your adviser and the transferring scheme, and where applicable any employer contributing to the plan(s) you are applying to transfer, to enable the transfer of funds to us.

Until the transfer is complete, our responsibility is limited to the return of the total payment received from the transferring scheme.

Where we receive a transfer representing the full value of a plan detailed in your application, you will no longer be entitled to receive any pension or other benefits from the plan.

Where we receive a transfer representing part of the value of a plan detailed in your application, your existing scheme provider will be discharged of all claims and responsibilities only in respect of the part of the plan represented by the transfer.

You will be responsible for any claims losses or expenses that we or the transferring scheme may incur as a result of any incorrect information you provide in the application, or if you fail to comply with any aspect of the application.

B4.2) Payment limits

There are limits on the amount of tax relief you can receive on the payments you make to your Retirement Account. If you are resident in the UK, under current HMRC legislation, the maximum payments you can make in any tax year, that are subject to tax relief, is the greater of 100% of your relevant UK earnings or £3,600 including the tax relief.

Payments made to your Retirement Account also count towards your annual allowance (or money purchase annual allowance if applicable), which restricts the amount of tax relief on your payments to registered pension schemes each year. It is the responsibility of your adviser, or you if you do not have an adviser, to ensure that payments to your Retirement Account are made in line with HMRC limits.

If you are already subject to the Money Purchase Annual Allowance (MPAA) when you take out your Retirement Account, or trigger the MPAA in the future by taking benefits from another pension product, you need to inform us that the MPAA applies to you, and when it was triggered.

For more information about the annual allowance and MPAA, please see 'A guide to Pension Tax' which is available from your adviser or online.

B5) Allowable assets

You must only invest in assets that we permit. We may, acting reasonably, vary the assets we permit. We will, on behalf of the trustee, dispose of any holdings in assets that stop being permitted. If you are invested in an asset that is no longer permitted, we will inform your adviser, or their appointed investment adviser(s), and they must arrange to sell your holdings in that asset. If you do not have an adviser we will inform you. If, after 60 calendar days, we have not received instructions to sell your holdings in that asset, we will arrange for them to be sold as soon as reasonably practicable and in line with section A11.3.

If this happens, neither the trustee nor we accept liability for any resulting loss unless it arises as a result of our breach of these terms and conditions or our negligence. The proceeds from the sale of the asset will be held in your Retirement Account as cash and will be available for investment in any other permitted asset.

B6) Retirement Account charge

We will apply an ongoing charge of £75 each year to the Retirement Account. We will deduct £18.75 quarterly on 5 January, 5 April, 5 July and 5 October, from available cash in your Retirement Account. If there is insufficient available cash to cover the charge, we will sell assets to make up the difference in line with your disinvestment strategy as described in section A15.

The first time we deduct this charge, we will take a proportion of it based on the number of days since your Retirement Account started.

B7) Ownership and custody of assets

Mutual funds and exchange-traded assets will be designated as belonging to the trustee and held for your benefit.

Other assets may be held in the name of the trustee, or Sterling ISA Managers (Nominees) Limited, or in the name of such other custodian or nominee company that we may select.

B8) Taking your benefits

You can take benefits in line with the relevant HMRC and Department for Work and Pensions regulations that apply at that time. Currently, you can start taking benefits at any time after you reach age 55 (increasing to 57 from 2028), or earlier if you are either in ill health in line with section B9.1, or have a protected pension age in line with HMRC requirements.

We will only pay benefits from your Retirement Account once we are satisfied that they comply with the scheme rules, HMRC regulations and you have provided the information that we reasonably require.

B8.1) Benefit limits

We will test the value of your Retirement Account in line with the regulatory requirements that apply at the time. Currently we test against the lifetime allowance, when you:

- take a pension and/or lump sum benefits before age 75,
- reach age 75, or
- transfer out to a Qualifying Recognised Overseas Pension Scheme (a non-UK based scheme that meets HMRC criteria) before age 75.

The lifetime allowance is set by the Government and if you exceed this limit, you will incur a lifetime allowance charge on the excess. We will deduct this charge from your Retirement Account and pay it to HMRC.

To test the value of your Retirement Account against the lifetime allowance, we will need you to provide evidence of any lifetime allowance previously used and any protection obtained from HMRC. We will tell your adviser, or you if you do not have an adviser, what we need at the appropriate time.

Your adviser and where you don't have an adviser, you are responsible for providing full and accurate information to us, on your behalf, so that we can calculate whether a lifetime allowance tax charge is payable or not. If you do not provide full and accurate information and we are then unable to report or pay the correct tax charge to HMRC, you will be responsible for any costs (including tax charges and penalties) that we incur as a result. We will be entitled to recover these costs from your Retirement Account or from you personally. HMRC may also pursue you personally in respect of any unpaid lifetime allowance tax charge.

For more information on the lifetime allowance, including details of the current limit, please see 'A guide to Pension Tax' which is available from your adviser or online.

B9) Choosing how to take your benefits

We will contact you before your selected pension age, to outline what your options are at that time.

Selected pension age

The age at which you want to start taking your pension benefits. You can ask to change the age that you select.

If, on reaching your selected pension age you do not take your benefits, you must select a new pension age. In the event a new pension age is not selected we will move it on by five years or to age 75 if this is earlier. After age 75 we will move it on by five years.

If you need more information about taking your benefits, you should speak to your adviser.

B9.1) Ill health

If we receive and accept evidence from a registered medical practitioner showing you are incapable of carrying on your occupation because of ill health and you have stopped carrying on your occupation, you may be able to take pension benefits earlier than age 55, in line with the relevant HMRC regulations at that time.

If we receive and accept evidence from a registered medical practitioner showing you are in serious ill health, you may be able to take the whole of your Retirement Account value as a cash lump sum, in line with the relevant HMRC regulations at that time.

Serious ill health

An individual with a life expectancy of less than one year, as certified by a registered medical practitioner.

B9.2) Tax-free cash

Where you request, we will pay any tax-free cash lump sum when you move assets from your Retirement Account into a drawdown pension arrangement or buy a pension annuity, in line with HMRC rules at that time.

The option to take tax-free cash depends on you having sufficient lifetime allowance available. If you do not have sufficient lifetime allowance, any lump sum paid in excess of your lifetime allowance will be subject to a tax charge.

If you take an Uncrystallised Funds Pension Lump Sum from your pre-retirement benefits, this will include an element of tax-free cash. The amount you receive tax-free will depend on your age and remaining lifetime allowance at the time you take the withdrawal as outlined in section B9.5.

If you use tax-free cash to make payments into any registered pension scheme, you may be liable to pay a tax charge on the whole tax-free cash lump sum. We may also incur an associated tax charge and we would claim this from your Retirement Account or, from you directly.

B9.3) Buying an annuity

We do not provide annuities. You can buy an annuity from your choice of provider on the open market. Your adviser will give you information and advice as to whether an annuity is right for you and on choosing an appropriate annuity provider.

Annuity

An annuity is a lifetime income that you can buy with the proceeds of your Retirement Account.

Where we are informed that you have decided to buy an annuity, we will sell the assets in your Retirement Account as soon as reasonably practicable in line with section A11.3. We will transfer the proceeds directly to your annuity provider. If you have chosen to take tax-free cash, we will calculate the tax-free cash due to you and then pay this to you at the same time we make the transfer. The annuity provider must be a UK insurance company, an EU company that is allowed to provide UK pensions or a UK friendly society. Your Retirement Account will then end.

If you choose to use only part of your Retirement Account to buy an annuity and/or take tax-free cash, the rest of your Retirement Account will remain invested in the assets previously selected.

B9.4) Drawdown pension

You can draw an income directly from your Retirement Account. This must be in line with the relevant HMRC regulations applying at the time. If you choose this option, your adviser will set this up for you and we will move some or all of the assets in your Retirement Account into a drawdown pension arrangement. If you have chosen to take tax-free cash, we will pay this to you at the same time as we move your assets.

Although we don't specify a minimum account value for setting up a drawdown pension, you should have a Retirement Account value of at least £50,000 after the payment of any tax-free cash lump sum.

If you moved some of your Retirement Account into capped drawdown before 6 April 2015 you will have the choice to move more assets into capped drawdown, or into flexi-access drawdown. If you did not move some of your Retirement Account into drawdown before 6 April 2015, any cash or assets you move into drawdown will be moved into flexi-access drawdown.

Flexi-Access Drawdown

Provides an income from your Retirement Account with no limit set on the level of income you can take.

Capped Drawdown

Provides an income from your Retirement Account, but has a maximum income limit set by HMRC. Capped drawdown is only available to people who were already using it before 6 April 2015.

B9.4.1) Taking a drawdown pension

You can choose to draw an income using part of the whole value of your Retirement Account. Your adviser will provide you with a drawdown pension illustration based on the value of your Retirement Account being used to provide a drawdown pension. If you choose to proceed, your adviser will instruct us to transfer the specified assets into a separate drawdown pension arrangement from which the income will be paid to you. Once your adviser has instructed us to do this, you won't be able to buy or sell assets in your pre-retirement benefits until the transfer has completed.

If you initially only move some of your assets into the drawdown arrangement, you may move additional assets into this arrangement at any time. Whenever you move assets into the drawdown arrangements you can take tax-free cash as described in section B9.2.

When we move your assets into drawdown we will recalculate the tax-free cash based on the asset values when we authorise it. As such, the amount of tax-free cash you receive may be different to the amount illustrated. If you are moving additional assets into a capped drawdown arrangement that started before 6 April 2015, the amount of income as well as the tax-free cash will be re-calculated based on asset values when we authorise it and may be different from the amounts illustrated.

B9.4.2) Taking income from a drawdown pension

You may take one-off drawdown pension payments, regular income payments or take no income at all. Taking income from an arrangement that is providing a flexi-access drawdown pension will trigger the Money Purchase Annual Allowance (MPAA) (see 'A guide to Pension Tax' for more on the MPAA) if it does not already apply to you. Taking income from an arrangement that is providing a capped drawdown pension will not trigger the MPAA.

Regular income payments may be paid monthly, quarterly, half-yearly or yearly on any date between the 1st and the 28th of the month inclusive. If you have more than one drawdown arrangement, all arrangements will have the same income payment frequency and date.

The specified start date must be at least ten business days from the later of either:

- The date of the instruction, or
- The date the money is received in the account, or
- The date we verify the bank or building society account to which we will make the payment.

You can change, start or stop taking income via drawdown at any time subject to available assets and, for capped drawdown arrangements, HMRC maximum drawdown pension limits.

If an income payment date is due on a non-business day, you will receive it on the last business day before the due date.

Drawdown payments are subject to income tax under pay-as-you-earn (PAYE).

Your adviser will set up an income payment strategy to fund any regular drawdown income you have requested, in line with A16.3.

For accounts taken out on or after 1 January 2018

We will only make payments from the account by electronic transfer. Any such payments we make will be made to you or the appropriate beneficiary where the account is in trust or you have died. However, the bank account to which the payment is made must be located in the same country as the recipient of that payment.

However, where the recipient is a US resident we may at our discretion, make a payment to a UK bank account if we have confirmation of the global intermediary identification number (GIIN) for the bank in question.

Other than in the circumstance specified in the paragraph above payments will only be made to a nominated bank or building society account verified as belonging to the recipient by your adviser or verified by us if the recipient does not have an adviser, or to your Cash Account.

We may prevent withdrawals where we know of, or suspect fraud, money laundering or the recipient is no longer resident in the same country as the nominated bank account.

For accounts taken out before 1 January 2018

We will make drawdown pension payments in line with the instructions we receive, either by BACS to a nominated UK bank or building society account verified by us, or to your Cash Account.

We may prevent any such drawdown pension payments where we know of, or suspect, fraud or money laundering.

B9.4.3) Limits on taking income from a drawdown pension

If you have arrangements that are providing a flexi-access drawdown pension, there are no limits or restrictions on the amount of income you can take.

For any arrangements that are providing a capped drawdown pension, the drawdown pension you take each year from these arrangements must be no more than the maximum capped drawdown pension limit set by HMRC.

We will calculate your maximum drawdown pension based on this limit, which is set every three years up to the end of the pension drawdown year in which you reach age 75, after which it is reviewed every year.

HMRC regulations also require us to recalculate your maximum limit if:

- You put additional holdings into your capped drawdown pension arrangement
- You use some of your capped drawdown pension arrangement to purchase an annuity, or
- Your capped drawdown pension arrangement is subject to a pension sharing order on divorce or the dissolution of a civil partnership.

The calculations will be performed in line with HMRC regulations and may increase or decrease the maximum drawdown pension you can take.

B9.4.4) Converting Capped Drawdown to Flexi-Access Drawdown

Your adviser can instruct us to convert any capped drawdown arrangements created or transferred into your Retirement Account to flexi-access drawdown. Immediately prior to the conversion taking place, any accrued charges or interest will be applied to the arrangements selected for conversion, in line with section A14.

Once the instruction to convert an arrangement has been submitted, you will not be able to buy or sell assets within that arrangement until the conversion has completed.

If you moved some or all of your Retirement Account into capped drawdown before 6 April 2015 and subsequently convert this arrangement to flexi-access drawdown, the capped drawdown arrangement will be closed and any future designations into drawdown will have to be into flexi-access drawdown.

It will not be possible to convert a capped drawdown arrangement to flexi-access drawdown if any of the following apply:

- There are outstanding buy or sell orders
- Income payments are processing
- Instructions have been submitted to move cash or assets to the arrangement
- Assets within the arrangement are held in an investment adviser model portfolio
- A complex corporate action is underway and the arrangement is invested in the relevant asset.

The capped drawdown arrangements being converted will be merged into a single flexi-access drawdown arrangement. This single arrangement will also include any cash or assets that you have moved into flexi-access drawdown in your Retirement Account, and any pensions you have transferred to your Retirement Account that were already being used to provide a flexi-access drawdown pension.

Once an arrangement has been converted to flexi-access drawdown it is not possible to convert it back to capped drawdown. If income is taken from the flexi-access drawdown arrangement after the conversion has completed, this will trigger the Money Purchase Annual Allowance if it does not already apply to you.

B9.5) Uncrystallised Funds Pension Lump Sum

If you want to access some or all of your pre-retirement benefits you can withdraw a lump sum from your Retirement Account, known as an Uncrystallised Funds Pension Lump Sum.

Taking such a withdrawal from your Retirement Account will trigger the Money Purchase Annual Allowance (MPAA) which will reduce the amount you can save into money purchase pensions in the future.

When you take an uncrystallised funds pension lump sum, part of the withdrawal will be paid free of tax, and the rest taxed as income. How much you receive tax-free depends on your age and the amount of lifetime allowance you have left when you make the withdrawal.

- If you are under 75, 25% of the amount you withdraw will be paid tax-free, the rest is taxed as income. Any lump sum withdrawal above the lifetime allowance is not an uncrystallised funds pension lump sum and will be subject to a tax charge.
- If you are 75 or over, you will only be able to take an uncrystallised funds pension lump sum if you have some available lifetime allowance. If that is the case, 25% of any withdrawal up to your remaining lifetime allowance will be paid tax-free, the rest is taxed as income.

The remainder of the withdrawal will be taxed as income.

If we don't already hold an up to date tax-code for you, we are required by HMRC to tax this on an emergency tax code on a month one basis. If this causes more tax to be taken than you are due to pay on the income you will need to reclaim any overpaid tax direct from HMRC. Alternatively, if the amount of tax taken is too low, you will need to account for this directly with HMRC.

If you withdraw all of your pre-retirement benefits in this way, any outstanding charges will be taken before the withdrawal is paid out.

B9.6) Small pension funds

You may be able to take the full value of your Retirement Account as a cash lump sum if it meets the requirements of the small pension fund rules at that time. This cash lump sum will be paid 25% free of tax, with the remainder subject to income tax in line with HMRC requirements.

Taking your Retirement Account as a small lump sum will not trigger the Money Purchase Annual Allowance.

B10) If you die

If you die, we can pay the value of your Retirement Account to your beneficiaries as a cash lump sum, as drawdown pension, or to another provider to buy an annuity. The options available will depend on whether you have already taken any benefits from your Retirement Account, your age when you die and whether you have set up a trust. On notification of your death we will write to the relevant beneficiaries or the person dealing with your financial affairs, giving details of the options that apply at the time.

Any benefits will be paid in line with HMRC requirements.

If you die before age 75 death benefits will normally be paid free of tax. However if you die on or after your 75th birthday benefits will be subject to tax.

If you have set up a trust, we will pay the death benefits from your Retirement Account to the trustees of that trust.

Unless your Retirement Account is written in trust, we will decide in line with the scheme rules who to provide benefits to and how much each person will receive, taking into consideration any nomination you have made.

Beneficiaries may include:

- your husband, wife, registered civil partner, children and grandchildren
- your financial dependants
- any individuals entitled to any interest in your estate, and
- individuals or registered charities you have nominated.

Details of any beneficiaries that you want to nominate can be added to your Retirement Account by your adviser on your behalf and you should speak to your adviser to arrange this. If you do not want to discuss the details of your beneficiaries with your adviser, you can ask them to provide you with a nomination of beneficiary form that you should complete and return directly to us using the address at the end of this document. We will take into consideration any nomination but we are not legally required to pay benefits in line with it.

If the registered contact for a Junior Retirement Account dies before the child reaches age 18, another person with parental responsibility for the child must inform us and provide us with details of a replacement registered contact who must also have parental responsibility for the child. Payments into the Retirement Account will stop until a replacement registered contact is appointed.

B10.1) If you die before taking any benefits

If the payment of death benefits causes the lifetime allowance to be exceeded, the excess will be subject to the lifetime allowance charge. Your legal personal representatives must find out whether any lifetime allowance charge is due and the person who receives the benefits will be liable to HMRC for any such charge.

Your beneficiaries will have the following options:

B10.1.1) Cash lump sum

Your beneficiaries can choose for any death benefits to be paid as a cash lump sum. Where they do so, we will arrange to sell assets to provide this.

B10.1.2) Annuity

If a beneficiary chooses to take an annuity, we will transfer the appropriate share of the value of your Retirement Account to an annuity provider of their choice, in line with section B9.3.

B10.1.3) Drawdown pension for a dependant, nominee or successor

Where a beneficiary is 18 or over and has taken appropriate financial advice from an adviser with whom we have an agreement, they may choose to take drawdown pension from a Retirement Account with us. We will agree to this unless, when acting reasonably, we are unable to do so. Where we agree to this, their share of the value of your Retirement Account will be transferred into a new Retirement Account set up in their name.

If the beneficiary is a dependant, they will receive a dependant's drawdown pension. If the beneficiary is not a dependant, they will receive a nominee's drawdown pension.

On the subsequent death of a dependant or nominee, if there is any value remaining in their drawdown pension, this can be passed on to provide a drawdown pension for a successor.

Dependant

Under HMRC legislation, 'dependant' means, as at the date of your death:

- a) your spouse or registered civil partner,
- b) any child of yours (including children who are adopted and step children) who is under age 23 or who is dependent on you due to physical or mental impairment, or
- c) any other individual who was financially dependent on you or who had a relationship of mutual dependence with you immediately before your death, or was dependent because of physical or mental impairment

B10.2) If you die after setting up a drawdown pension

The following section only applies to assets in arrangements being used to provide a drawdown pension. We will treat any remaining assets not being used to provide a drawdown pension in line with section B10.1.

We will normally use the value of your drawdown pension arrangement(s) to provide benefits for any one or more of your nominated beneficiaries, as detailed under section B10.

If benefits are provided for more than one person, we will decide in line with the scheme rules what proportion of the value of the drawdown pension arrangement to use for each person. The relevant person(s) may, subject to HMRC rules, then choose to have their proportion used to:

- Pay them a cash lump sum.
- Buy an annuity with another provider (as set out in section B10.1.12), or
- Take a dependant's, nominee's or successor's drawdown pension (as set out in section B10.1.3).

We may decide to pay part or all of the value of your Retirement Account as a cash lump sum. We will always do so if you are not survived by your spouse or registered civil partner and you have no dependants or suitable nominees.

Any drawdown pension payments made from your Retirement Account between the date of death and the date of notification of death may need to be returned to us. In certain circumstances they may be treated as unauthorised payments, and your estate will be liable for any resulting tax charges, unless otherwise permitted in line with HMRC requirements.

B11) Transfers out

You can transfer some or all of the value of your Retirement Account, as a cash transfer or by the re-registration of assets, to another HMRC registered pension scheme or Qualifying Recognised Overseas Pension Scheme (QROPS) prepared to accept the transfer, at any time before you take benefits.

Any part of your Retirement Account already being used to provide drawdown pension, must be transferred in full.

If you transfer to a QROPS, we will test the value of the benefits being transferred against your lifetime allowance. Such a transfer may incur a lifetime allowance charge of 25%.

B12) Unauthorised payments

We will not knowingly pay benefits from your Retirement Account that, under the terms of the applicable legislation (including HMRC rules and guidance), would be regarded as unauthorised. If you receive an unauthorised payment or other benefit from your Retirement Account in error, you must return it. If this results in a tax charge, you will be responsible for meeting this unless it is incurred as a result of us acting fraudulently, negligently or operating your Retirement Account incorrectly.

We may also incur liabilities, including a scheme sanction charge, which HMRC may impose. If this happens, we will deduct the amount from your Retirement Account or claim it from you directly. However, we will make no such deduction or claim if the scheme sanction charge is incurred as a result of us acting fraudulently, negligently or operating your Retirement Account incorrectly.

B13) Pension sharing order

You cannot give away any part of your Retirement Account during your lifetime, except under a pension sharing order made after a divorce or dissolution of a civil partnership.

If a pension sharing order is made and your Retirement Account is in capped drawdown pension, we will review the maximum income allowed under the regulations, which may result in a different maximum income. Where it is less, the new maximum will not take effect until the start of the next pension drawdown year.

We reserve the right to recover reasonable administrative expenses from your Retirement Account to the appropriate value for carrying out a pension-sharing order.

B14) Closing your Retirement Account

You or your adviser may instruct us to close your Retirement Account, where your Retirement Account has a zero value.

Otherwise, we may close your Retirement Account:

- after the full value has been taken, or
- where there is a material breach in the terms and conditions, or
- on the winding-up of the scheme in line with the scheme rules.

We will tell your adviser before we close your Retirement Account who will let you know what your options are.

B15) Junior Retirement Account – when the child reaches age 18

We will write to the child when they are 17, shortly before their 18th birthday asking them to confirm their details.

Regular payments and adviser remuneration will stop five working days before the child's 18th birthday.

On the child's 18th birthday we will deal directly with the child and the registered contact shall no longer have the authority to administer the child's Advance Junior Retirement Account, which shall automatically convert into an Advance Retirement Account. The child can continue to make payments into the Advance Retirement Account and instruct us to recommence adviser remuneration in accordance with these terms and conditions.

SECTION C – ADDITIONAL TERMS THAT APPLY SPECIFICALLY TO THE INVESTMENT ACCOUNT

C1) Eligibility

In addition to the eligibility criteria in section A3, the Investment Account is also available to a third party provider, with whom we have an appropriate agreement.

Investment Accounts are not available under the Junior Portfolio.

C2) Starting your Investment Account

An Investment Account may be held in a single name, joint names, by the trustees of a trust or the name of the third party provider, but it must be in the same name(s) as the Advance Portfolio in which it is held.

Your Investment Account is available from the date your Advance Portfolio starts in line with section A5.

C3) Instructions

Whenever an instruction requires the sale of assets, the sale will be treated as a disposal for capital gains tax purposes.

Before submitting instructions that relate to a joint account or an account held in trust, your adviser is responsible for obtaining the appropriate consent, in line with your agreement with them. Where we receive instructions from your adviser or their appointed investment adviser(s) relating to a joint account or an account held in trust, unless we are told otherwise we will act on those instructions on the basis that the appropriate consents have been obtained by the adviser.

If you do not have an adviser, any instructions that relate to a joint account or an account held in trust, must be completed by all account holders or trustees.

C4) If you die

Where an Investment Account is held in joint names, on the death of the first account holder, we will close the associated joint Advance Portfolio and transfer the holdings to an Advance Portfolio in the name of the surviving account holder.

This does not apply to accounts held in trust.

C5) Closing your Investment Account

You or your adviser, may instruct us to close your Investment Account, where all the assets have been re-registered or sold and the value withdrawn.

Otherwise, we may close your Investment Account:

- after the full value has been withdrawn, or
- where there is a material breach in the terms and conditions.

We will tell your adviser before we close your Investment Account.

If you do not have an adviser and ask us to close your Investment Account, we will do so but this will be at your own risk.

SECTION D – ADDITIONAL TERMS THAT APPLY SPECIFICALLY TO THE ADVANCE STOCKS AND SHARES ISA

This section does not apply to portfolios held in trust.

The Advance Stocks and Shares ISA is classed as a flexible ISA.

D1) Roles and responsibilities

We will manage your Stocks and Shares ISA in line with the ISA regulations. If these terms and conditions conflict with the ISA regulations, the ISA regulations will prevail.

ISA Regulations

The Individual Savings Account Regulations 1998 (as amended or replaced).

Assets will be held in line with section A13. You will always remain the beneficial owner of the assets in your ISA and they must not be used as security for a loan.

We will tell you, as soon as we can, of any failure to satisfy the ISA regulations that has caused, or will cause, some or all of your ISA to become void. If HMRC tell us your ISA is void or partially void under the ISA regulations, we will make any deductions from your ISA value as required by HMRC and, if applicable, close your Stocks and Shares ISA.

D2) Starting your Stocks and Shares ISA

You can start your ISA with a one-off or regular payment or with a cash transfer or re-registration of existing assets, from another ISA manager.

You must make a declaration when you first start your ISA. If you make payments into it each tax year you will not have to make another declaration. However, if you do not pay into your ISA during a tax year and want to make a payment in a subsequent tax year, you will need to make a new declaration before we can accept your further payment. A tax year starts on 6th April every year and runs to the following 5th April.

D3) Cancellation rights

In addition to the cancellation rights detailed in section A6, the following terms apply.

You will be responsible for finding an alternative ISA manager to which the transfer will be paid if:

- you cancel a transfer of a cash ISA into your Stocks and Shares ISA, HMRC rules mean we will not be able to return the transfer to the cash ISA manager, or

- you cancel the cash transfer of a stocks and shares ISA and the transferring ISA manager refuses to take the transfer back.

If you cancel we will hold the proceeds as available cash, if you do not tell us where to send the proceeds within 60 calendar days, we will send the proceeds to you.

If you cancel your ISA within 30 days you will be treated as not having taken it out and you will still be able to take out another Stocks and Shares ISA in the same tax year with us or a different ISA manager.

D4) Payments to your Stocks and Shares ISA

Payments must not exceed the applicable yearly ISA allowance. However, any cash you withdraw from your ISA may be paid back in during the same tax year. Payments in will first be treated as a repayment of a previous withdrawal in the tax year, before they start to count towards your ISA allowance.

In the event of the death of your spouse or civil partner, your allowance may be increased by the value of their ISA holdings at the time of their death.

It is you and if you have an adviser, your adviser's responsibility, to ensure that any payments you make do not exceed the maximum allowance for the tax year in which you make them.

You can make a payment for the following tax year before 6 April, but only up to the current tax year limit. We will invest the amount in your Cash Account, where it will be ring-fenced so it will not be used to take charges or to pay adviser remuneration. It will be transferred to your Stocks and Shares ISA on the later of:

- the first business day of the new tax year, and
- the date the payment clears.

D4.1) Payments following a withdrawal

Where you take money from your ISA in line with section D9, it can be paid back in during the same tax year. Following such a withdrawal, any money you pay in will first replace previous tax years payments and then any current tax years payments withdrawn.

D5) Additional permitted subscription

If you have an additional permitted subscription allowance following the death of your spouse or civil partner, you may pay subscriptions up to the value of the allowance. The allowance will usually be the higher of either their ISA holdings at the date of their death or the value on the day their ISA was closed. Any subscriptions that you pay in relation to the additional permitted subscription allowance are in addition to those that you may also pay using your annual ISA allowance.

The additional permitted subscription allowance can be used with this ISA or another ISA manager if you wish. Subject to HMRC rules, you may only transfer the allowance once to another ISA manager and any unused allowance may be lost if you then attempt to transfer this again to another ISA manager.

You may make additional permitted subscriptions in two ways:

- You may transfer your spouse or civil partner's existing ISA holdings subject to funds being available within this ISA. The transfer must be completed within 180 days of beneficial ownership passing to you;
- You may pay new subscriptions (excluding regular payments) within 3 years of the date of death, or if later, within 180 days of finalising the administration of your spouse or civil partner's estate.

D6) Transfers in

You may at any time instruct your existing ISA manager to transfer all or part of your ISA(s) with them to us, in line with the ISA regulations. This may be as a cash transfer or, where possible, by re-registration of assets.

We will accept the transfer of assets from your existing Stocks and Shares ISA or cash ISA holdings as long as it is in line with the appropriate regulatory requirements at the time of the transfer. If you have withdrawn any money from your previous tax years contributions with your existing provider, you may want to repay that into your ISA before you transfer it to us. Withdrawals of a previous tax years contributions cannot be paid back in after transfer to us.

You are able to transfer any cash or assets from an ISA held by your spouse or civil partner at the time of their death.

You may at any time ask us to transfer your Cash ISA holdings to your Stocks and Shares ISA.

On receipt of a cash transfer and accompanying information from your existing ISA manager, we will credit the transfer to your Stocks and Shares ISA.

If you oversubscribe, we will invest the maximum amount allowable in that tax year and pay the remainder to your Cash Account, from where it will be available for investment or to withdraw.

D7) Asset holdings

Eligible assets

You must only invest in assets that are eligible under the ISA regulations. If you are invested in an asset that subsequently becomes ineligible under the ISA regulations, we will inform your adviser, or any investment adviser(s), and they must arrange to sell your holdings in that asset. If, after 30 calendar days, we have not received instructions to sell those holdings, we will arrange for them to be sold as soon as reasonably practicable and in line with section A11.3.

If you do not have an adviser we will inform you of your options and sell the holdings. We will not accept liability for any resulting loss unless it arises as a result of our breach of these terms and conditions or our negligence. The proceeds from the sale of the asset will be held in your ISA as cash and will be available for investment in any other ISA qualifying asset available through us.

D8) Taking money out

On your instruction and within the time stipulated by you, all or part of the investments held in your ISA and proceeds arising from those investments shall be transferred or paid to you.

If you do not specify a date, we will sell the appropriate assets in line with section A11.3 and pay the proceeds as soon as reasonably practicable. If you or your adviser specifies a date that you want a withdrawal or transfer paid, we require you to give us a minimum prescribed period of notice prior to the specified withdrawal date, to ensure we have a reasonable period of time to implement the withdrawal or transfer request which will be subject to a maximum of 30 days. The actual minimum period we require will depend on the assets you are invested in and whether you want to re-register assets to a new ISA manager. If an asset in your Stocks and Shares ISA is suspended from trading at the time of the request, this minimum period may be extended by up to seven days after the suspension ends.

D8.1) Transferring to another ISA manager

On your instruction and within the time stipulated by you, your ISA, or part of your ISA, shall be transferred to another ISA manager in accordance with the ISA regulations relating to transfers.

HMRC rules currently allow you to transfer all or part of a previous tax year's payments, but the current tax year's payments can only be transferred in full.

If you have taken out any money in the current tax year, before you transfer or re-register your ISA you may wish to replace the money withdrawn. Once the ISA has been transferred to another ISA manager you will be unable to replace it.

D9) If you die

The account will continue to be free from tax until the day your ISA is closed.

We will leave the assets and any cash in your account.

We will then await instructions from your legal personal representatives before making a payment out or transferring the assets in line with section A18.

Where the surviving spouse requires a transfer of assets to their ISA, we must be informed.

D10) Closing your Stocks and Shares ISA

Your adviser, or you, may instruct us to close your ISA, where all the assets have been transferred, re-registered or sold and value withdrawn.

Otherwise, we may close your account:

- after you withdraw, transfer or re-register the full value of your ISA,
- if there is a material breach in the terms and conditions,
- if the account is deemed to be void under the ISA regulations, or
- if, we stop being an authorised ISA manager.

We will tell your adviser before we close your account.

If you do not have an adviser and ask us to close your Stocks and Shares ISA, we will do so but this will be at your own risk.

SECTION E – ADDITIONAL TERMS THAT APPLY SPECIFICALLY TO THE ADVANCE CASH ISA

This section does not apply to portfolios held in trust.

The Advance Cash ISA is classed as a flexible ISA.

E1) Roles and responsibilities

We will manage your Cash ISA in line with the ISA regulations. If these terms and conditions conflict with the ISA regulations, the ISA regulations will prevail.

ISA Regulations

The Individual Savings Account Regulations 1998 (as amended or replaced).

You will always remain the beneficial owner of the cash in your ISA and it must not be used as security for a loan.

We will tell you, as soon as we can, of any failure to satisfy the ISA regulations that has caused, or will cause, some or all of your ISA to become void. If HMRC tell us your ISA is void or partially void under the ISA regulations, we will make any deductions from your ISA value as required by HMRC and, if applicable, close your Cash ISA.

The Cash ISA is provided through an arrangement with one of our banking partners. In the event of our banking partner becoming insolvent, your cash holdings may be at risk, in line with section A13.

An investment adviser cannot be appointed to manage assets in a Cash ISA.

E2) Starting your Cash ISA

You can start your Cash ISA with a one-off payment, regular payments or with a transfer from an existing cash ISA, from another ISA manager.

You must make a declaration when you first start your ISA. If you make payments into it each tax year, you will not have to make another declaration. However, if you do not pay into your ISA during a tax year and want to make a payment in a subsequent tax year, you will need to make a new declaration before we can accept your further payment. A tax year starts on 6th April every year and runs to the following 5th April.

E3) Cancellation rights

In addition to the cancellation rights detailed in section A6, the following terms apply.

If you cancel your Cash ISA within 30 days of receiving your cancellation notice, you will be treated as not having taken it out and you will still be able to take out another cash ISA in the same tax year with us or a different ISA manager.

If you cancel a transfer and the transferring ISA manager refuses to take the transfer back, you will be responsible for finding an alternative provider to which the transfer will be paid.

On cancellation, if you do not tell us where to send the proceeds within 60 calendar days, we will send the proceeds to you.

E4) Payments to your Cash ISA

Payments must not exceed the applicable yearly ISA allowance. However, any cash you withdraw from your ISA may be paid back in during the same tax year. Payments in will first be treated as a repayment of a previous withdrawal in the tax year, before they start to count towards your ISA allowance.

In the event of the death of your spouse or civil partner, your allowance may be increased by the value of their ISA holdings at the time of their death.

It is your and if you have an adviser, your adviser's responsibility, to ensure that any payments you make do not exceed the maximum allowance for the tax year in which you make them.

You may make a payment for the next tax year before 6 April, but only up to the current tax year limit. We will invest the amount in your Cash Account, where it will be ring-fenced so it will not be used to take charges or to pay adviser remuneration. It will be transferred to your Cash ISA on the later of:

- the first business day of the new tax year, and
- the date the payment clears.

E4.1) Payments following a withdrawal

Where you take money from your ISA in line with section E7, it can be paid back in during the same tax year. Following such a withdrawal, any money you pay in will first replace previous tax years payments and then any current tax years payments withdrawn.

E5) Transfers in

You may at any time instruct your existing ISA manager to transfer all or part of your cash ISA(s) with them to us, in line with the ISA regulations.

We will accept the transfer of proceeds from your existing cash ISA holdings as long as it is made in line with the appropriate regulatory requirements at the time of the transfer. If you have withdrawn any money from your previous tax years contributions with your existing provider, you may want to repay that into your ISA before you transfer it to us. Withdrawals of a previous tax years contributions cannot be paid back in after transfer to us.

You may also be able to transfer cash from an ISA held by a spouse or civil partner at the time of their death.

On receipt of a cash transfer and accompanying information from the other ISA manager, we will credit the transfer to your Cash ISA.

If you oversubscribe, we will invest the maximum amount allowable in that tax year and pay the remainder to your Cash Account, from where it will be available for investment or to withdraw.

E6) Additional permitted subscription

If you have an additional permitted subscription allowance following the death of your spouse or civil partner, you may pay subscriptions up to the value of the allowance. The allowance will usually be the higher of either their ISA holdings at the date of their death or the value on the day their ISA was closed. Any subscriptions that you pay in relation to the additional permitted subscription allowance are in addition to those that you may also pay using your annual ISA allowance.

The additional permitted subscription allowance can be used with this ISA or another ISA manager if you wish. Subject to HMRC rules, you may only transfer the allowance once to another ISA manager and any unused allowance may be lost if you then attempt to transfer this again to another ISA manager.

You may make additional permitted subscriptions in two ways:

- You may transfer your spouse or civil partner's existing ISA holdings subject to funds being available within this ISA. The transfer must be completed within 180 days of beneficial ownership passing to you;
- You may pay new subscriptions (excluding regular payments) within 3 years of the date of death, or if later, within 180 days of finalising the administration of your spouse or civil partner's estate.

E7) Taking money out

On your instruction and within the time stipulated by you, we will arrange to pay to you all or part of your ISA in line with the ISA regulations.

We require you to give us a minimum prescribed period of notice prior to the specified withdrawal date to ensure we have a reasonable period of time to implement the withdrawal or transfer request, this is subject to a maximum of five business days.

E8) Transferring to another ISA manager

Subject to ISA regulations you may request that we transfer your cash relating to your current and/or previous tax years' payments to another ISA manager able and willing to accept it. On your instruction and within the time stipulated by you, your ISA, or part of your ISA, shall be transferred to another ISA manager in accordance with the ISA regulations relating to transfers. If you have taken out any money in the current tax year, before you transfer your ISA you may want to replace it. Once the ISA has been transferred to another ISA manager you will be unable to replace it.

E9) If you die

Your account will continue to be free from tax until the day your ISA is closed.

We will leave the assets and any cash in your account.

We will then await instructions from your legal personal representatives before making a payment out or transferring the proceeds of the ISA in line with section A18.

Where the surviving spouse requires a transfer to their ISA, we must be informed.

E10) Closing your Cash ISA

Your adviser, or you, may instruct us to close your ISA, where the proceeds have been transferred or the value withdrawn.

Otherwise, we may close your account:

- after you withdraw or transfer the full value of your ISA,
- if there is a material breach in the terms and conditions,
- if the account is deemed to be void under the ISA regulations, or
- if we stop being an authorised ISA manager.

We will tell your adviser before we close your account.

If you do not have an adviser and ask us to close your Cash ISA, we will do so but this will be at your own risk.

SECTION F – ADDITIONAL TERMS THAT APPLY SPECIFICALLY TO THE ADVANCE PORTFOLIO CASH ACCOUNT

F1) Roles and responsibilities

This account may be used to facilitate the movement of cash into and out of the Advance Portfolio, by you or us. There is no requirement for you to use this account or to hold any cash in it. We will use it in certain circumstances to hold cash benefits, before we make a payment.

We will hold any cash in your Cash Account in line with sections A10.4, A13, D4, D7, E4 and E5.

F2) Starting the Cash Account

The Cash Account is provided as part of the Advance Portfolio and is available from the date the Advance Portfolio starts. It will then remain open until the Advance Portfolio is closed.

F3) Payments to the Cash Account

You may make one-off or regular payments into the Cash Account. Withdrawals from other account(s) within the Advance Portfolio may also be paid into the Cash Account.

We are not able to accept the transfer of cash holdings from outside the Advance Portfolio, into the Cash Account.

F4) Taking money out

You can take money out of the Cash Account. This can be:

- paid into any other account(s), as a one-off payment only, within the Advance Portfolio, subject to any account specific restrictions that may apply to payments in, as detailed in the applicable sections, or
- used to fund one-off or regular withdrawals to a UK bank or building society account verified and authorised by us, in line with section A15.

F5) If you die

We will pay the proceeds from the Cash Account to your legal personal representatives in line with section A18.

SECTION G – ADDITIONAL TERMS THAT APPLY SPECIFICALLY TO THE ADVANCE JUNIOR STOCKS AND SHARES ISA

This section does not apply to portfolios held in trust.

G1) Roles and responsibilities

We will manage the Junior Stocks and Shares ISA in line with the ISA Regulations. If these terms and condition conflict with the ISA Regulations, the ISA Regulations will prevail.

ISA Regulations

The Individual Savings Account Regulations 1998 (as amended or replaced).

We will hold the assets in line with section A13. Withdrawals from the Junior Stocks and Shares ISA cannot be made until the child reaches age 18, at which time the child takes responsibility for the ISA. The child will always remain the beneficial owner of the assets in the Junior Stocks and Shares ISA.

We will tell you, as soon as we can, of any failure to satisfy the ISA Regulations that has caused, or will cause, some or all of the Junior Stocks and Shares ISA to become void. If HMRC tell us the Junior Stocks and Shares ISA is void or partially void under the ISA Regulations, we will make any deductions from the Junior Stocks and Shares ISA value as required by HMRC and, if applicable, close the Junior Stocks and Shares ISA.

G2) Starting a Junior Stocks and Shares ISA

You can start a Junior Stocks and Shares ISA with a one-off or regular payment or with a cash transfer or re-registration of an existing Junior Stocks and Shares ISA or Child Trust Fund.

You must make a declaration in accordance with the ISA Regulations when the Junior Stocks and Shares ISA is first opened to allow you to manage the Junior Stocks and Shares ISA on behalf of the child and to subscribe for each subsequent tax year. If any payment is made into it each tax year then you will not have to make another declaration. However, if you do not pay into the Junior Stocks and Shares ISA during a tax year, you will need to make a new declaration before we can accept further payments. A tax year starts on 6th April every year and runs to the following 5th April.

G3) Cancellation rights

Cancellation rights which apply to the Advance Portfolio are set out in section A6. The following additional cancellation rights apply to the Junior Stocks and Shares ISA.

If you cancel the Junior Stocks and Shares ISA within 30 days you will be treated as not having taken it out and you will still be able to take out another Junior Stocks and Shares ISA in the same tax year with us or a different ISA manager. Any refund of payments will be returned to the registered contact.

After the cancellation period ends, all contributions are treated as gifts and cannot be returned.

If you cancel a transfer, you will be responsible for finding an alternative manager to which the transfer will be paid if:

- you cancel a transfer from a Junior Cash ISA held by another ISA manager, as HMRC rules do not allow us to return it to the Cash ISA manager.
- you cancel the cash transfer of a Junior Stocks and Shares ISA from another Stocks and Shares ISA manager who refuses to take the transfer back.
- you cancel the Junior Stocks and Shares ISA after we have received a Child Trust Fund transfer and the provider refuses to take the transfer back.

For any Child Trust Fund transfers into the Junior Stocks and Shares ISA, we will not request the transfer until a 14-day withdrawal period has ended.

G4) Payments to the Junior Stocks and Shares ISA

Payments must not exceed the applicable yearly junior ISA allowance.

It is your and if you have an adviser, your adviser's responsibility, to ensure that any payments you make do not exceed the maximum allowance for the tax year in which you make them.

You can make a payment for the following tax year before 6 April, but only up to the current tax year limit. We will invest the amount in your Cash Account, where it will be ring-fenced so it will not be used to take charges or to pay adviser remuneration. It will be transferred to a Junior Stocks and Shares ISA on the later of:

- the first business day of the new tax year, or
- the date the payment clears.

G5) Transfers in

You may transfer an existing Junior ISA or Child Trust Fund to us when you apply for the Junior Stocks and Shares ISA, in line with the ISA Regulations. This may be as a cash transfer or, where possible, by re-registration of assets.

We will accept the transfer of assets from your existing Junior Stocks and Shares ISA, cash holdings, or transfer from a Child Trust Fund as long as it is in line with the appropriate regulatory requirements at the time of the transfer.

You may at any time ask us to transfer any Junior Cash ISA holdings to the Junior Stocks and Shares ISA. Money held within a Junior Cash ISA may also be transferred to the Junior Stocks and Shares ISA in whole or in part.

On receipt of a cash transfer and accompanying information from your existing ISA manager, we will credit the transfer to the Junior Stocks and Shares ISA.

G6) Asset holdings

Eligible assets

You must only invest in assets that are eligible under the ISA Regulations. If you are invested in an asset that subsequently becomes ineligible under the ISA Regulations, we will inform your adviser, or any investment adviser(s), and they must arrange to sell your holdings in that asset. If, after 30 calendar days, we have not received instructions to sell those holdings, we will arrange for them to be sold as soon as reasonably practicable and in line with section A11.3.

If you do not have an adviser we will inform you of your options and sell the holdings. We will not be liable for any resulting loss unless it arises as a result of our breach of these terms and conditions or our negligence. The proceeds from the sale of the asset will be held in the Junior Stocks and Shares ISA as cash and will be available for investment in any other ISA qualifying asset.

G7) Taking money out

Under Junior ISA rules you are unable to take money out of the account, with the exception of where a terminal illness claim has been approved by HMRC. If the child becomes terminally ill and you wish to make a withdrawal, please contact us for further information.

G7.1) Transferring to another ISA manager

On your instruction and within the time stipulated by you, the Junior Stocks and Shares ISA shall be transferred to another ISA manager in accordance with the ISA Regulations relating to transfers.

G8) If the child dies

Any tax advantages of the Junior Stocks and Shares ISA will end, but there is no loss of tax exemption on interest, dividends or gains which arise before the date of death.

We will then await instructions from the legal personal representatives before making a payment out or transferring the assets in line with section A18.

G9) Closing the Junior Stocks and Shares ISA

Your adviser, or you, may instruct us to close the Junior Stocks and Shares ISA where all the assets have been transferred or re-registered.

Otherwise, we may close the account:

- after you transfer or re-register the full value of the Junior Stocks and Shares ISA,
- if there is a material breach in the terms and conditions,
- if the account is deemed to be void under the ISA Regulations, or
- if, we stop being an authorised ISA manager.

We will tell your adviser before we close the account who will let you know what your options are.

G10) When the child reaches age 18

When the child reaches age 18, the Junior Stocks and Shares ISA must become an Advance Stocks and Shares ISA and responsibility will pass to the child. We will write to the child before their 18th birthday asking them to confirm their details, and again after their 18th birthday to confirm their responsibility for the Stocks and Shares ISA.

APPENDIX A

Advance by Embark order execution policy for the Advance Portfolio

Glossary

Adviser – A business or individual authorised and regulated by the Financial Conduct Authority (FCA), including any appointed representative of the adviser, permitted by us to use the Advance Portfolio online service and who has agreed terms of business with us relating to the use of the Advance Portfolio online service.

Confirmation – when the volume of assets and the price has been accepted by the seller in a trade.

Consideration – the price of the relevant exchange-traded assets or units in a mutual fund together with any costs and expenses related to execution.

Cut-Off Point – period prior to valuation point after which instructions submitted to trade in the relevant mutual fund will be traded at the following valuation point.

Execution Venue – the market or arena where the trade is carried out.

Investment Adviser – An appropriately authorised discretionary asset manager with whom we have agreed terms of business, and who manages model portfolios made available through the Advance Portfolio.

Market Disruption – a situation where markets function in an irregular manner, potentially amounting or leading to severe and rapid decline. Causes may include physical threats (for example, terrorism) or unusual trading (for example, market crashes).

Oversized Trades – quantities of particular exchange-traded assets such that an instruction to trade cannot be easily facilitated or can only be facilitated on unfavourable terms (for example, insufficient or no market or liquidity available).

Settlement – the point at which a trade is completed and money has passed from buyer to seller.

Units – redeemable shares in a mutual fund.

Valuation Point – a specified time at which a fund manager sets the unit price. As this is a specified time in the future, it is not possible to know the exact price applicable to the transaction until the trade has been confirmed.

Introduction

The EU Markets in Financial Instruments Directive (MiFID II) is enforced in the UK through the FCA. If a financial product provider is involved in executing instructions to buy or sell investments, MiFID II requires the provider to implement an 'order execution policy'. This regulation requires us to take all sufficient steps to get the best possible returns when executing instructions to trade or when receiving and transmitting instructions to trade.

We will ensure this order execution policy is kept up-to-date following any changes. Should there be any changes, a revised policy will be made available to you and your adviser.

If you have an adviser, they or any investment adviser they appoint, who submits trading instructions on your behalf, must have either your discretionary or explicit authorisation.

Objective

We will ensure this order execution policy is kept up to date following any changes. It is important that you read this document and understand how we process instructions to trade that are received from you, your adviser or any investment adviser.

The order execution policy describes the steps we take when transmitting an instruction to trade with the relevant fund manager (for mutual funds) or transmitting trades to our nominated stockbroker (for exchange-traded assets) who will execute the instruction.

We will carry out this service in accordance with our order execution policy. By accepting the Advance Portfolio Terms and conditions, you are agreeing to instructions to trade on your behalf being submitted online and carried out in accordance with the details in this order execution policy.

If we are provided with specific instructions as to how your trading instructions should be executed, we will have complied with our obligation to take all sufficient steps to obtain the best possible result when transmitting your trading instructions.

Placing an instruction to trade

Trading instructions are submitted online through our online wealth management service. Where you no longer have an adviser registered with us, we may accept your verbal or written trading instructions directly.

When we receive trading instructions for a 'buy' transaction, the wealth management service automatically matches them with the corresponding payment or cash transfer or with available cash held in the relevant account. If you are funding a 'buy' transaction with the proceeds of a 'sell' transaction, a 'switch', the wealth management service matches the 'buy' trading instruction on confirmation from the fund manager that the instruction to 'sell' has been accepted.

Once placed, the treatment of the trading instruction depends on whether the instruction to trade is for a mutual fund or an exchange-traded asset.

The proceeds of successfully completed 'sell' instructions that are not being used to fund a 'buy' transaction will be made available as cash in the relevant account on receipt of confirmation from the relevant fund manager, or our nominated stockbroker.

Where we receive a trading instruction to 'switch' funds, sometimes the fund from which units are being sold can have a longer settlement period than the one in which the units are being purchased. Where this occurs, we are required by the FCA to ensure we have sufficient assets available to cover the liability which arises between the purchasing of the units and our receiving settlement from the fund in which units have been sold. We may defer the purchase of units in a fund, pending receipt of the proceeds of the related sell instruction, where we reasonably believe that the level of the assets, which we are required to hold in respect of our customers, may adversely affect our liquidity.

If we have to delay a transaction for this reason, we will contact whoever sent us the instructions as soon as we reasonably can to let them know this and we will keep them informed about when the transaction may complete.

We may delay or suspend the transmission of any trading instruction where an event, act or circumstance outside our reasonable control affects (or can reasonably be expected to affect) our ability or the ability of another party to act on the trading instruction in accordance with applicable law and regulation or in your best interests; for example, market disruption.

Execution factors

To get the best possible returns for you, we consider a number of 'execution factors' that influence each instruction to trade in exchange-traded assets or mutual funds:

- **Your characteristics:** This means that in the absence of express instructions from you, your adviser or investment adviser, we will accord the highest importance to total consideration, which is the price of the relevant exchange-traded assets, or units in mutual funds together with any costs and expenses related to execution.

- The characteristics of the trade:
 - Nature of the trade: whether to buy or sell assets;
 - Cost: we control cost through financially prudent management of the processes we use in our order execution policy;
 - Price: our nominated stockbroker provides, where possible, instant online exchange-traded assets quotes. Mutual funds are priced by the relevant fund managers;
 - Size: trades will be treated the same, with the exception of oversized trades in exchange-traded assets which may be restricted to the 'at best' purchase method, which is explained later; and
 - Speed: mutual fund trades are placed in time to participate in the next valuation point, providing the instruction is received pre cut-off and sufficient available cash is available in the account. Exchange-traded asset trades are transmitted as soon as sufficient cash is available in the account.
 - The likelihood of execution and settlement: Our nominated stockbroker provides a very high likelihood of execution due to the liquidity they can provide. Settlement is provided by CREST.
- The characteristics of the financial instrument (assets) which is the subject of the trade.
- The characteristics of the account as there are different regulations for different accounts.
- The characteristics of the execution venues: the market or markets upon which the trade can be executed. Instructions to trade for exchange-traded assets will be executed differently to those for mutual funds.

While we will take all sufficient steps to ensure we have processes in place to enable us to obtain the best possible result when we execute your orders, we cannot guarantee that we will always be able to get the best possible result on every order we execute on your behalf.

Mutual funds

Our wealth management service provides access to a range of mutual funds online. Your adviser or their appointed investment adviser(s) can buy or sell units in funds online, on your behalf. Where you have no adviser able to act on your behalf, we may accept your written or verbal investment instructions directly.

Once we have been given an instruction to trade and sufficient cash is available, the trade will be released to market. It will be sent via electronic messaging to the relevant fund manager who will execute the instruction at the next available valuation point. A valuation point is a specified time in the future at which a fund manager sets the unit price. To ensure that we transmit the instructions in time for each valuation point, we operate a cut-off time for receipt of adviser or investment adviser instructions which is approximately 1 hour before the fund valuation point. An instruction received after this cut-off time will be executed at the next available valuation point. It is important to note that not all mutual funds will trade daily or at the same time.

The mutual funds available through our wealth management service include, but are not limited to:

- Open Ended Investment Companies (OEICs)
- Unit Trusts
- SICAVS (Société d'Investissement à Capital Variable)

Before they can be executed, all instructions to buy require either sufficient available cash to be in the account or, an instruction to sell that has been confirmed where the proceeds are at least equal to the value of the instruction to buy.

Non-regulated funds

The wealth management service may allow access to non-regulated mutual funds. To submit an instruction to trade in these funds, advisers or investment advisers must have appropriate permissions from the FCA to trade in such assets. In addition, they must complete an on-screen declaration confirming they have checked your suitability to invest in such assets and fully disclosed to you the consequences of buying them.

Exchange-traded assets

Our wealth management service provides access to exchange-traded assets, in real time, for UK-listed securities including, but not limited to:

- Shares
- Exchange-traded funds
- Investment trusts
- Fixed interest securities (including, for example, government bonds, corporate bonds and permanent interest bearing shares)

Advisers and investment advisers can use the wealth management service to trade the above assets on your behalf. However, trades in the above assets are executed by our nominated stockbroker:

Winterflood Securities Limited (a subsidiary of Close Brothers Group plc), providing services through its division known as, Winterflood Business Services, registered company number: 2242204

Registered Office: The Atrium Building, Cannon Bridge, 25 Dowgate Hill, London EC4R 2GA

Where we transmit your adviser's or any investment adviser's trading instruction to our nominated stockbroker, we are responsible for ensuring that the execution arrangements of that third party enable us to comply with our obligations to act in your best interests and to take all sufficient steps to obtain the best possible result for you whenever we receive and transmit orders.

We selected our nominated stockbroker because:

- it is able to provide electronic price quotes instantly for a wide range of exchange-traded assets;
- it automatically searches the London Stock Exchange for price quotes and selects the best result to return as a quote;
- its service integrates with our systems to enable straight-through online dealing; and
- having completed a due diligence exercise, we are satisfied they are a reputable partner that appropriately manages risk and helps us take all sufficient steps to provide the best possible results for our customers.

Exchange-traded assets available through our wealth management service can be traded by either:

Request for quote – your adviser must enter the details of the relevant asset on our wealth management service, which will produce an online quote. The adviser then has a small amount of time (normally 10 seconds) to decide whether to buy or sell at that price. If they proceed with the trade, the instruction is sent by electronic message to our nominated stockbroker to execute.

At best – your adviser or any appointed investment adviser(s) places a trade instruction for a specific asset which is transmitted to our nominated stockbroker. Our nominated stockbroker will execute the instruction as soon as possible, at the best available price for that size of order based on the execution venues available.

Your adviser can, where there is sufficient available cash in the relevant account, select the manner in which they trade exchange-traded assets on the wealth management service. However, if submitting an instruction to trade exchange-traded assets when the relevant exchange is closed, or in conjunction with a new payment into an account, or in conjunction with a sell transaction being used to fund it, instructions can only be submitted on an at best basis.

Oversized trades may only be available on an 'at best' basis, in which case your adviser, unless they have your authority and are able to trade on a discretionary basis, should inform you that this is the case. Your investment adviser will always trade on an 'at best' basis.

In some cases it may not be possible to execute exchange-traded asset transactions, in which case we will inform your adviser or any appointed investment adviser(s) that the trade has failed and the instruction to trade will need to be resubmitted should you want to proceed with it.

Trades that your adviser places through our nominated stockbroker are not aggregated with other customers orders. However, where you are invested in a model portfolio managed by an investment adviser, any trades they place through our nominated stockbroker are aggregated with orders placed by them and by other investment advisers for other customers. To assist the aggregation process and ensure trades for your investment adviser model portfolio will buy or sell a whole number of exchange-traded assets, the investment adviser may

give us instructions to buy or sell a specific value of a particular exchange-traded asset, plus up to the value of one additional unit of that exchange-traded asset. We will ensure that such instructions are executed in a way that is fair to our customers.

The times at which exchange-traded assets that are classified as complex, are aggregated together and placed with our nominated stockbroker are selected by the investment adviser.

If you no longer have an adviser to act on your behalf:

- you will not be permitted to purchase exchange-traded assets unless you have received an offer to acquire additional shares as part of a corporate action, such as a rights issue; and
- if you wish to sell any exchange-traded assets that are classified as complex, already held in one of the accounts, you must first pass an appropriateness assessment before you can instruct us to sell assets. Having passed an appropriateness assessment, you can submit instructions to sell the relevant exchange-traded asset either in writing or verbally, and your instruction will be executed on an at best basis.

Allocation policy – mutual funds only

On any given day we may receive a number of individual instructions to trade relating to the same mutual fund. We combine all the instructions to trade we receive for the same mutual fund, on the same day, prior to our cut off point, and transmit them to the fund manager. This is known as 'aggregation'. We also aggregate trading instructions which investment advisers give us to buy and sell exchange-traded assets for the model portfolios they manage.

When aggregating orders on the wealth management service, there is no possibility of a partial completion of the aggregated order; this is not allowed by Advance's systems and controls.

Aggregation may be to your disadvantage in relation to particular trades. For example, for trades in mutual funds you could be disadvantaged if more money is flowing out of the mutual fund than into it, and the fund manager reduces the unit price of the fund to protect the remaining investors. In such circumstances, we will usually treat this reduced unit price as the relevant value for the transaction, adjusted, if necessary to take account of any associated buying and selling costs.

The instruction to trade placed on your behalf will only be subject to aggregation when placed in the same mutual fund and at the same valuation point as those of other customers.

Specific instructions

If you have given instructions that price is not the most important factor, we will make every effort to comply with your instructions but cannot guarantee this. This may be due to the characteristics of the order or type of asset. In executing specific instructions, we may not be able to apply the standards set out in this order execution policy.

Record keeping

We create and maintain records of all individual instructions to trade that we receive. Records are created on the day on which the instruction is received. We also record details of the instructions to trade that we transmit to fund managers and our nominated stockbroker each day.

On completion of an exchange-traded asset trade, trading confirmation is produced which details the time and date, relevant charges, stamp duty reserve tax, any other transaction taxes, price and quantity of assets traded. We will also issue a trading confirmation on completion of trades in mutual funds. However, these will not be issued for mutual fund trades related to regular payments or regular withdrawals which will instead be confirmed in the regular statements sent each quarter.

Execution venues

The relevant fund manager operates as the execution venue for mutual funds. There are no viable alternatives to this venue as the only other solution would be via other wealth management services or intermediaries which would add to cost and time taken.

The order execution venue we have selected for exchange-traded assets is the London Stock Exchange (LSE), which encompasses or includes the AIM market. This venue has been selected because the markets it accesses provides a very wide variety of exchange-traded assets denominated in sterling. Our nominated stockbroker will select the appropriate venue on which to trade the relevant asset, according to type, size and nature of the trading instruction and with a view to taking all sufficient steps in obtaining the best possible result for you.

On a yearly basis, we will publish the top five execution venues on our website in line with MiFID II regulations. For information on the venues used by our nominated stockbroker please refer to their website.

Monitoring and reviewing

We continually monitor the effectiveness of our policy and execution venues as well as the performance of our nominated stockbroker and fund managers. Additionally, we complete an annual review of the policy, as well as reviewing it whenever a material change occurs that could affect our ability to continue to obtain the best possible result for our customers. From time to time we may amend and make material changes to our policy. When we make a material change to this policy, we will inform you and your adviser or investment adviser and make available a revised version of the order execution policy.

We have a specific performance monitoring arrangement with our nominated stockbroker to ensure that we always take all sufficient steps to get you the best return possible. This includes contractual service level agreements.

You should notify us immediately of any concerns you have in relation to the execution services provided to us by these third parties.

Should you have any questions about our order execution policy, please contact your adviser.

APPENDIX B

Advance Portfolio – Your privacy is important to us

Who controls my personal information?

This notice tells you how Sterling ISA Managers Limited trading as Advance, as data controller, will deal with your personal information. Where Advance introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Manager at: The Embark Group, 100 Cannon Street, London, EC4N 6EU or by emailing data.protection@embarkgroup.co.uk.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information will you collect about me?

We will collect and process the personal information that you give us by phone, email, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Advance. More information about this can be found in the 'How do you use my personal information' section.

How do you use my personal information?

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which we will collect and use your personal information are:

- to provide you with a quotation and/or contract of insurance
- to identify you when you contact us
- to deal with administration and assess claims
- to make and receive payments
- to obtain feedback on the service we provide to you
- to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

We will use your health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between you and us.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who do you share my personal information with?

Where necessary, we share personal information for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers
- brokers, introducers, investment advisers and other professional advisers
- survey and research organisations
- credit reference agencies

- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data – data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

How do you use my personal information for websites and email communications?

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How do you transfer my personal information to other countries?

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Manager at: The Embark Group, 100 Cannon Street, London, EC4N 6EU or by emailing data.protection@embarkgroup.co.uk.

How long do you keep my personal information for?

We will keep and process your personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long we will keep your personal information, and these are shown below:

- To comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- Our business processes, associated with the type of product or service that we have provided to you
- The type of data that we hold about you
- If your data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- To enable us to respond to any questions, complaints, claims or potential claims
- If you or a regulatory authority require us to keep your data for a legitimate purpose.

What are my data protection rights?

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest and/or you have consented to this.

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request)
- to have your data rectified if it is inaccurate or incomplete
- in certain circumstances, to have your data deleted or removed
- in certain circumstances, to restrict the processing of your data
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you
- to claim compensation for damages caused by a breach of the data protection legislation
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

You can exercise your rights by contacting our Data Protection Manager at: The Embark Group, 100 Cannon Street, London, EC4N 6EU or by emailing data.protection@embarkgroup.co.uk.

What happens if I fail to provide my personal information to you?

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

HOW TO CONTACT US

Please contact us by email, by telephone or in writing.



portfolioteam@embarkdvance.co.uk



0345 607 2013

Phone lines are open from 8.30am until 5.30pm Monday to Friday and 9.30am to 12.30pm on Saturday.

We are not open on bank holidays.

We may record or monitor calls to improve our service.



Embark Portfolio Team

PO Box 1200

Cheltenham

GL50 9UP

If you are a textphone user, we can answer any questions you have through a Typetalk Operator. Call us on 18001 0345 607 2013. Or, if you'd prefer, we can introduce your adviser to a sign language interpreter.

Please let us know if you would like a copy of this in large print or braille, or on audiotape or CD.

advance
by embark

Advance by Embark is a trading name of Sterling ISA Managers Limited, a wholly owned subsidiary of Embark Group Limited. Sterling ISA Managers Limited is incorporated in England and Wales (company number 02395416) with its registered Office at 100 Cannon Street, London, EC4N 6EU. Sterling ISA Managers Limited is authorised and regulated by the Financial Conduct Authority (Reg No 191278). We may record or monitor calls to improve our service.