

**Share Dealing**

# Bank of Scotland Share Dealing Terms and Conditions.

# Bank of Scotland Share Dealing Service Terms and Conditions.

## 1. How do these terms and conditions operate?

These conditions and the latest published Bank of Scotland Share Dealing **website** explain the relationship between you and us. The conditions are split into sections to make them easier to read and they apply to you regardless of which service you have chosen. **There are supplementary conditions for ISAs. These should be read with the rest of the conditions.**

You should read these conditions and the **brochure, Order Handling Policy** and our summary **Conflicts of Interest Policy** (which, taken together form the full terms and conditions of our service) carefully to understand how they work. They also set out your and our rights and duties. If you want a copy of the latest published Bank of Scotland Share Dealing **brochure** or need to contact us for any other reason, please email or telephone us. By accepting these terms and conditions you acknowledge the creation of a contractual relationship which has legal consequences.

Please note the Bank of Scotland Share Dealing Service is provided by Halifax Share Dealing Limited which is part of the Lloyds Banking Group. Registered in England No.3195646. Registered Office: Trinity Road, Halifax, West Yorkshire HX1 2RG. Authorised and regulated by the Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS. A Member of the London Stock Exchange and an HM Revenue and Customs Approved ISA Manager.

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## 2. What do the words and phrases in bold type mean?

In these conditions, the following words and phrases in bold type have the special meanings given below:

ACCOUNT	your share dealing account, Bank of Scotland ShareBuilder or ISA as applicable. A share dealing account means a Bank of Scotland Share Dealing Account (with or without a <b>BOSCMA</b> ), an ISA means a Bank of Scotland Share Dealing ISA. The ISA, ShareBuilder and Share Dealing Account with a <b>BOSCMA</b> have the ability to hold cash and <b>investments</b> . Any cash is held pending investment. When we say credit or debit your ISA, Bank of Scotland ShareBuilder or <b>BOSCMA</b> , we mean credit or debit the cash element of the account;
ADDITIONAL SECURITY DETAILS	the additional information you give us to help us identify you, including the additional security details you provide yourself;
APPROVED BANK	a bank registered in the UK where we may deposit money. In the majority of cases this will be a member of the <b>Lloyds Banking Group</b> ;
ASSURED VALUATION POINT (AVP)	the point at which the Fund Manager defines the price for valuation and trading of a Unit Trust or Open Ended Investment Companies (OEIC) based on the value of the collective assets held within the Unit Trust or OEIC;
BANK OF SCOTLAND ACCOUNT	a Bank of Scotland cash account that is capable of sending and receiving electronic fund transfer payments;
BANK OF SCOTLAND CASH MANAGEMENT ACCOUNT (BOSCMA)	a part of the share dealing <b>account</b> used to hold cash pending investment;
BANK OF SCOTLAND SHARE DEALING SERVICE	the service that we provide in accordance with these conditions, as described in condition 3;
BANK OF SCOTLAND SHARE DEALING ISA	Bank of Scotland Share Dealing Self Select Stocks and Shares ISA;
BROCHURE	the latest published Bank of Scotland Share Dealing <b>brochure</b> which together with these conditions form the terms upon which we offer our service;
COFUNDS	a nominee platform for the electronic trading and settlement of Unit Trusts and OEICs;
CONFLICTS OF INTEREST POLICY (COIP)	our policy on the management of conflicts of interest. It describes the steps we take to identify and manage conflicts that may arise. A summary of our COIP has been provided to you;
CONTRACT NOTE	a written record, giving the details of a <b>deal</b> , including all charges and the total amount payable by or to you;
CORPORATE ACTION	a rights issue, take-over, merger, capital reorganisation, conversion, subscription rights or similar event affecting any of your <b>investments</b> ;
CREST	an electronic system for the transfer and registration of shares traded on the London Stock Exchange and other <b>Markets</b> ;
DEAL	the purchase of, sale of or subscription for <b>investments</b> by you. We also use the word trade;

DEALING PERIOD	<p>the period during which a <b>deal</b> can take place on the <b>Market</b> on which we carry out that <b>deal</b>. For UK <b>Markets</b> the <b>dealing period</b> is 8am to 4.30pm Monday to Friday excluding English public holidays, but this may change from time to time. For <b>Markets</b> outside the UK the <b>dealing period</b> will follow the opening hours of that <b>Market</b>. Details of the international exchanges' dealing hours can be found on our website and in our latest published <b>brochure</b>.</p> <p>Unit Trusts and Open Ended Investment Companies (OEICs) are priced once a day. Orders received in these investments will be traded at the next available Assured Valuation Point (AVP) if submitted 45 minutes prior to the AVP. Orders submitted after this time will be traded at the subsequent AVP;</p>
DEBIT CARD	a card through which money can be deducted from a <b>nominated bank account</b> and which is acceptable to us;
DIVIDEND REINVESTMENT PLAN (DRIP)	if you have a <b>BOSCOMA</b> , Bank of Scotland ShareBuilder or <b>ISA</b> a <b>DRIP</b> gives you the opportunity to use your cash dividends on your <b>CREST</b> eligible shares and <b>Cofunds</b> eligible Funds to buy more shares or units. If you join a <b>DRIP</b> , your cash dividend will be used to buy as many shares or units as possible for you, after taking into account the costs (see our latest published <b>brochure</b> for more information), as soon as practicable on or after the dividend payment date;
FSA	the Financial Services Authority Limited, an independent organisation that authorises and regulates us, whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS;
IDENTITY DETAILS	any of the following: <ul style="list-style-type: none"> <li>- your PIN for your account; or</li> <li>- the temporary password we may provide you with;</li> </ul>
INCOME	money from dividends, fund distributions or interest, including interest on cash balances we hold;
INVESTMENTS	details of which <b>investments</b> we can buy, subscribe for or hold for you are set out on our <b>website</b> .
ISA REGULATIONS	the Individual Savings Account Regulations 1998, as amended or replaced;
LLOYDS BANKING GROUP	the corporate group of which we are a member (including its subsidiaries and subsiding undertakings from time to time);
MARKETS	this includes both regulated markets, such as the London Stock Exchange plc (LSE), Multilateral Trading Facilities (MTF), which bring together buyers and sellers of securities and investments (including Retail Service Providers and Market Makers) and investment firms who deal outside regulated markets or MTFs;
MOBILE DEVICE	a portable electronic device which allows you to process, receive and send data without the need to maintain a wired connection with the internet;
NOMINATED BANK ACCOUNT	your personal bank, building society or savings account, registered in the UK, Jersey, Guernsey or Isle of Man that you have nominated and that we will electronically debit (using a direct debit instruction or a <b>debit card</b> ) or credit (via BACS or <b>debit card</b> );
NOMINEE	HSDL Nominees Ltd or any other <b>nominee</b> company wholly owned by us, or any other <b>nominee</b> from time to time, where your <b>investments</b> will be registered;

ONLINE SERVICE	the service we provide through an internet or mobile internet connection, at <a href="http://www.bankofscotlandsharedealing.co.uk">www.bankofscotlandsharedealing.co.uk</a>
ORDER HANDLING POLICY (OHP)	the Order Handling Policy sets out the arrangements we have adopted to ensure that your orders achieve the best possible result;
PASSWORD AND USERNAME	the password and name you use to identify yourself when you use our online service;
SAFE CUSTODY	the safeguarding and administration of <b>investments</b> ;
SETTLEMENT	this happens when the seller delivers <b>investments</b> to the buyer and the buyer delivers the purchase consideration to the seller either in the <b>Market</b> (through a settlement system such as <b>CREST</b> ) for shares or directly with the Fund Manager for Unit Trusts and OEICs. The <b>settlement</b> date is the date on which the buyer and seller agree that this must happen;
TAX YEAR	this runs from 6th April of one year to 5th April of the next;
TRADEPLAN	a collective name for target setting, range trading, price locking, stop loss orders and limit orders (see conditions 5.12 to 5.29 for full details of how the service works);
TRADING LIMIT	the amount agreed between you and us which we will allow you to trade up to in the dealings on your account;
US/WE/OUR	Halifax Share Dealing Limited, the provider of the <b>Bank of Scotland Share Dealing Service</b> and Manager of the ISA. We are approved as an ISA Manager by HM Revenue & Customs. The <b>FSA</b> authorises and regulates us. We will manage your ISA in line with these conditions and the <b>ISA Regulations</b> . For ease of reading, these words are not shown in bold type;
WARRANT	gives the holder the right (but not the obligation) to subscribe for shares;
WEBSITE	<b><a href="http://www.bankofscotlandhalifax.co.uk/sharedealing">www.bankofscotlandhalifax.co.uk/sharedealing</a></b> , or any other Internet address which we may notify to you;
WORKING DATE	any day other than a Saturday, Sunday, English or international public/national holiday;
YOU/YOUR	our client, being the person who becomes registered with us to use the <b>Bank of Scotland Share Dealing Service</b> . For ease of reading, these words are not shown in bold type. Where an account is held jointly, all named parties will have joint and several duties and responsibilities. This means that any one joint holder can place or confirm an instruction which will bind all parties to the account.

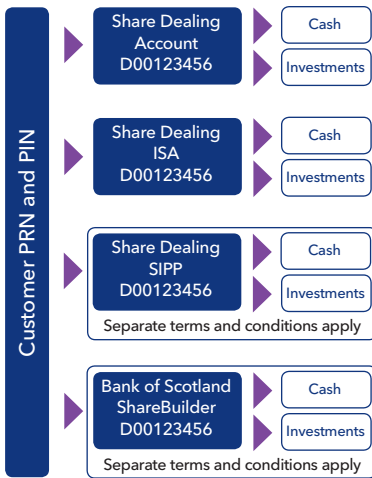
### 3. Opening an account

#### What accounts are provided and how do they work?

3.1 You can use the **Bank of Scotland Share Dealing service** to buy, sell or subscribe for certain types of **investments** and it consists of four products:

- the Bank of Scotland Share Dealing Account (a dealing, **nominee, safe custody** and **BOSMA** where applicable);
- the **Bank of Scotland Share Dealing ISA** (Self Select Stocks and Shares or Funds Individual Savings Account);
- The Bank of Scotland Share Dealing SIPP (a Self Invested Personal Pension for which separate terms and conditions apply);
- Bank of Scotland ShareBuilder (for which supplemental terms and conditions apply); and any other service which we may offer from time to time as part of the **Bank of Scotland Share Dealing service**.

The diagram below shows the structure of our accounts:



3.2 Each of these products can hold both **investments** and/or cash and where relevant we will maintain separate records of these for you. Your **investments** will be pooled with those of other clients and held electronically in our **nominee**. Our **nominee** has legal title to the **investments** and you retain the beneficial entitlement at all times. We maintain a separate client bank account for our products with an **approved bank** that contains the money we hold that belongs to

our clients. In respect of the holding of both cash and **investments**, our arrangements fully comply with the requirements of the **FSA** and HM Revenue & Customs rules and regulations.

3.3 We cannot give you any investment, taxation or other advice in connection with your **account**. If you need advice, you should consult an appropriate professional financial adviser.

3.4 When you apply to become a client, we will allocate to you a personal reference number (PRN), a personal identification number (PIN) and give your account an Account Code. We will not accept any instructions or subscriptions from you unless you satisfy our security verification procedures. We will also send you details of these procedures. When we accept you as a client we will send you a welcome letter or email.

#### Who can open an account?

3.5 You must be 18 years of age or over and be resident in the UK, Jersey, Guernsey or the Isle of Man, or if not resident, is performing duties as a crown employee serving overseas and paid out of the public revenue of the United Kingdom (typically a serving member of the armed forces, or a diplomat) or is married to, or in a civil partnership with, such a person. You must inform us if you cease to be resident in the UK, Jersey, Guernsey or the Isle of Man. For an ISA you must be resident and ordinarily resident in the UK, not including the Isle of Man or the Channel Islands.

3.6 We will not knowingly accept instructions from a corporate body or investment club, except to the extent that is necessary to enable you to close or transfer your **account**.

#### What needs to be provided when opening an account?

3.7 To activate your **account** a minimum initial subscription of £100 is required on your Bank of Scotland CMA. This will be debited from your **nominated bank account** after your **account** has been fully activated by us. If you do not fund your **account** with either cash or stock within three months of registering we may close your **account**. When we authorise your debit card payment we will take £1 from your account, this will be refunded as soon as your **debit** card has been authorised.

3.8 You must provide details of a **nominated bank account** in your name or which you hold jointly with someone else that we will electronically credit (send money to you) or electronically debit (take money due to us from you) in line with these terms and

conditions. You are responsible for making sure that any payments that you make will not affect any benefits available under your **nominated bank account**. If the **nominated bank account** is a joint account, you must make sure that you have the permission of the other account holders before you nominate that account. All payments to or from your **nominated bank account** will be in pounds sterling. You must make sure your **nominated bank account** continues to be able to make and receive payments. If it is not, you must provide details of a replacement **nominated bank account**. If you have more than one account with us, we will use the same **nominated bank account** for each.

3.9 Prior to accepting you as a client we may require you to complete certain documents and provide evidence of your identity in line with the law to prevent money laundering. If you do not provide the appropriate documents or we are not satisfied with them, we may:

- delay accepting your application for an **account**;
- refuse to accept your application for an **account**;
- refuse to buy, sell or subscribe for **investments**;
- refuse to make payments to you from your **account**;
- refuse to accept cash or stock;
- hold any deposited cash or stock until customer verification is complete; or
- close your **account**.

As a result, the price at which we then **deal** for you could be higher or lower than the price at the time we receive your application or instructions.

### What are the risks?

3.10 Buying **investments** can involve risk. The value of your **investments** and the **income** from them can go down as well as up. You may not get back the full amount you have invested.

3.11 There is an extra risk of losing money when shares are bought in some smaller companies including penny shares. There may be a big difference between the buying price and the selling price of these shares. If they have to be sold immediately, you may get back much less than you have paid for them. The price may change quickly and it may go down as well as up.

- 3.12 Certain **investments** may not be readily realisable. You may have difficulty selling these **investments** at a reasonable price and, in some circumstances, it may be difficult to sell them at any price. You should not invest in these **investments** unless you have carefully thought about whether you can afford them and whether they are right for you.
- 3.13 In certain overseas jurisdictions there may be different **settlement**, legal and regulatory requirements to those applying in the UK and also different practices for the separate identification of clients' **investments**.
- 3.14 Foreign **markets** will involve different risks from UK **markets** and in some cases the risks will be greater. On request, we will provide you with an explanation of the relevant risks and protections which will operate in any foreign **markets**, including the extent to which we will accept liability for any default of a foreign broker whom we use to process deals. The potential for profit or loss from transactions on foreign **markets** or in foreign denominated contracts will be affected by fluctuations in foreign exchange rates.

## 4. Funding your account

### How does funding work for a BOSCMA?

- 4.1 The proceeds from the sale of **investments** will be paid into your **BOSCMA** (unless you have given us a 'Sell to Withdraw' instruction – see condition 6.9) as will any **income** arising from your **investments**.
- 4.2 When you instruct us to buy or subscribe for **investments** for you, your **BOSCMA** needs to contain sufficient cleared funds to meet the full costs of the purchase or subscription.

If cleared funds are insufficient at the point of execution to cover the whole amount of a purchase or subscription, we will either:

- not carry out any part of the purchase or subscription;
- adjust your trade to match the cleared funds in your **BOSCMA**.

You can fund your **account** in a number of ways:

- by **debit card** – provided that we receive an 'authorisation' from your card provider, we will deem this to be cleared funds immediately;
- by direct debit – we will initiate the request as soon as we have received it and it will normally take six **working days** from receipt before cleared funds are available for investment;

- as a result of the proceeds of the sale of **investments** where **settlement** has occurred or where **settlement** is due on or before the **settlement** date for the **investment** you wish to make.

### How does funding work without a BOSCMA?

- 4.3 We will assign you a **trading limit** that will indicate the cumulative value of trades that we will accept without you needing to lodge cleared funds with us before placing a **deal**.
- When a trade settles, your **trading limit** is recalculated and we will then only take into account any remaining outstanding trades. In calculating this cumulative value, we will not net sales against purchases. The **trading limit** is not a line of credit and all trades must be settled on or before the due **settlement** date.
- 4.4 You may ask us in writing to increase your **trading limit** if it is insufficient for your needs. In making our decision, we will consider your financial status and **settlement** history at that time. We may require you to provide us with cash and/or **investments** to provide security for this **trading limit** or we may ask you for proof that you can make payments to meet your obligations under the **trading limit** you require.
- 4.5 **Trading limits** are determined at our sole discretion and we reserve the right to reduce, cancel or decline to increase any **trading limit** at any time and without notice.
- 4.6 You must ensure that sufficient funds are held in your **nominated bank account** on the day that you instruct us to buy **investments** for you. This is because we will start the process of collecting funds from you on the trade date. If we agree to accept payment by direct transfer from a **Halifax account** or **Bank of Scotland account**, we will normally debit the funds from your account on the day we accept your instructions.
- 4.7 We may allocate you a **BOSCMA** at some point in the future and we will give you 10 **working days'** notice of our intention to do so. If we do allocate you a **BOSCMA**, your **trading limit** may be removed.

## 5. Dealing and TradePlan

### How can deals be placed and what sort of investments can be bought?

- 5.1 Unless we agree otherwise, we will accept telephone and online dealing instructions and provide **nominee** and **safe custody** facilities as follows:
- telephone **deals** to buy, sell and subscribe for a number of different types of

**investments**. The types of **investments** you can trade on the telephone are listed in our **brochure** and **website**;

- online **deals** to buy, sell and subscribe for a number of different types of **investments** using our online service. Instructions for our online service can only be made using our secure website. The website will only let you deal in certain types of investment. You should note that these may be less extensive than those you can deal in through our telephone service. If the website is unavailable or if you receive an error message you should contact our call centre to place or confirm your instructions by telephone. The types of **investments** that you can trade online are listed at [www.bankofscotlandsharedealing.co.uk](http://www.bankofscotlandsharedealing.co.uk);
- any **investments** that you buy will be held in your **account**;
- before you place an instruction to **deal** in 'Complex Instruments' that is derivative products and **Warrants**, you will be required to complete an assessment. As part of this assessment a risk warning notice is given to you in compliance with the Rules of the **FSA**. It warns you to consider carefully whether complex instruments are suitable for you and that you should not **deal** in them unless you understand the nature of the transaction you are entering into and the extent of your exposure to potential loss.

### When can deals be placed and how will instructions be carried out?

- 5.2 You can buy, sell or subscribe for **investments** during the **dealing period**. You must tell us the exact name, number or value of **investments** you want us to buy, sell or subscribe for.
- 5.3 When you ask us to trade **investments** we will carry out the trade in the currency of the **Market** on which we trade or in the case of Unit Trusts and OEICs the currency defined by the Fund Manager. Where necessary and in order to effect settlement with you in accordance with clause 6.1, this currency will be converted to Pounds Sterling based on the available exchange rate from time to time determined by us at the time of execution. Such rates will reflect the prevailing currency **market** at the time of conversion and will include a spread, or charge, which can vary from time-to-time. Current rates are detailed on our website. We will give you an indicative exchange rate at the time of dealing although you should be aware that the actual exchange rate applied to your trade may change from

the indicative rate provided. The rate achieved for each individual trade is confirmed on the **contract note** once the **deal** has been completed.

- 5.4 If we accept instructions inside the **dealing period**, they will be carried out as soon as reasonably practicable. If we accept them outside the **dealing period**, we will carry them out as soon as reasonably practicable after the start of the next **dealing period**. Orders for Unit Trusts and OEICs will be traded at the next available **Assured Valuation Point (AVP)** if submitted 45 minutes prior to the **AVP**. Orders submitted after this time will be traded at the subsequent **AVP**.
- 5.5 We will carry out your instructions in accordance with our **Order Handling Policy (OHP) and Conflicts of Interest Policy (COIP)**. Where there is a conflict between our OHP and COIP and these terms and conditions, the latter will take precedence.
- 5.6 We may buy, sell or subscribe for **investments** for you and other clients as part of the same **deal**. When we do this, we must reasonably believe that the aggregation of orders is unlikely to work to your disadvantage. However, it could result in a slightly less favourable price than if we had bought or sold your **investments** separately.
- 5.7 Subject to condition 5.22 we will carry out each instruction to **deal** in more than one type of investment or each instruction to **deal** at different times in the same type of investment as separate instructions. Charges will apply separately to each **deal**.
- 5.8 a) Other than where 5.8 (b) applies, when you instruct us to buy, sell or subscribe for **investments**, you cannot change your mind afterwards. Your instructions will not bind us until we have accepted them. We will confirm that your order has been accepted by giving you an order or bargain reference. See also condition 11.10.
- b) **TradePlan** instructions submitted can be cancelled or amended **ONLY** when they have a status of pending otherwise they are subject to the terms as defined in 5.8(a).
- 5.9 On occasions the demand for the service and **market** conditions may fluctuate. Consequently once we have accepted your instructions to buy, sell or subscribe for **investments** we cannot accept any responsibility for any actual or potential financial loss or expense you incur if for any reason (other than our negligence) there is a delay or change in **market** conditions before execution of your order is complete.

5.10 When we have accepted your instructions to buy, sell or subscribe for **investments** we may, at our discretion, contact you to confirm your instructions. We will do this if we reasonably believe that it is in your interests to do so. We will not be liable to you if we do not contact you.

5.11 If, after an order is placed on your behalf on a **Market** or with a Fund Manager and we are asked by them to cancel any dealings in the relevant stock, we will not be liable for any loss that you incur. In particular, we reserve the right to cancel any duplicate or repeated instruction you give to us where the circumstances indicate that the **deal** has been split into smaller orders to take advantage of any market limitations or restrictions.

### What is TradePlan and how does it work?

5.12 The following conditions 5.12 to 5.29 inclusive explain how **TradePlan** works. The following defined words in bold type have special meaning in relation to **TradePlan**:

**Limit order** – a **TradePlan** order that sets a price above which you will not buy or below which you will not sell **investments**. If the next price in the market is equal to or better than the **limit price** then it will be executed at that price. The order will be triggered at the best price in the market for that order size.

When you ask us to place a UK **limit order** for you it will be accepted on the express condition that we will not make the details of such order publicly available.

**Limit price** – the maximum or minimum price at which you are willing to buy or sell specified **investments**;

**Price Locking** – an order comprising of a **stop loss order** which tracks the price of an **investment**. If the order to sell at your **stop loss price** is not met during a **working day** then the **stop loss price** is automatically revised upwards based on the closing price and the parameters you set when placing the order. If the **stop loss price** is met during a **working day** then the order will be executed;

**Range trading** – a **TradePlan** order comprising of two **limit orders**, one to buy **investments** at a **limit price**, and one to sell those **investments** at a different **limit price**;

**Stop loss order** – an order to sell an **investment** triggered when the **stop price** is met or passed. The order will be executed at the best available price in the market, for that order size. The execution price may be higher than, equal to or lower than the **stop price** (see 5.21);

**Stop price** – a price set by you at which you are prepared for an order to be executed;

**Target setting** – a **TradePlan** order comprising of a **limit order** to sell **investments** at a price higher than the current price and a **stop loss order** to sell **investments**, if the price falls, at a lower price than the current price. If one side of the order is executed then the other will be cancelled.

**TradePlan** – a collective name for **target setting, range trading, price locking, stop loss orders** and **limit orders**.

- 5.13 All orders will be treated as individual orders unless they are inter-related orders under **TradePlan**. An inter-related order pair is where one side of the **TradePlan** is contingent on the other, and therefore may be cancelled if the other executes. Placing subsequent **TradePlans** does not necessarily replace or cancel previous ones set.
- 5.14 If you have a **BOSCMA**, Bank of Scotland ShareBuilder or **ISA** you are able to leave a **TradePlan** order that will expire at the close of business on any **working day** in the future, except for **limit** and **stop loss orders** that will run for a maximum of 90 calendar days. The order will run until either expiry, execution, amendment or cancellation by you or deletion by us. We may decide to extend the maximum period beyond 90 calendar days. Should this be the case we will publish details on our **website**. At the end of each trading day we may perform a check of available stock on your **account** against pending Limits, Stops, Target Setting and Price Locking **TradePlan** instructions. If insufficient stock is available to satisfy a future sale the **TradePlan** may be deleted. Should this occur you will receive an email notifying you of the deletion.
- 5.15 If you do not have a **BOSCMA**, Bank of Scotland ShareBuilder or **ISA** the **limit order** will expire at the end of the **working day** on which it is placed.
- 5.16 If you do not have a **BOSCMA**, Bank of Scotland ShareBuilder or **ISA** we do not accept **stop loss orders**.
- 5.17 A **limit order** or **stop loss order** may be partially executed where the **limit price** or **stop loss price** is met. You will not have any right to cancel the part of the order which has been partially filled.
- 5.18 A **TradePlan** may be amended or cancelled by you, as long as the order has not been carried out or is not in the process of being executed and we accept the cancellation or amendment.
- 5.19 It is your responsibility to verify whether an order has been carried out and, if it has not, whether you require a new instruction to be placed.
- 5.20 When we accept your order, we will endeavour to follow your instructions and will generally carry out orders by reference to time of receipt. We do not guarantee that **TradePlan** orders will be executed even if a price is met by market conditions.
- 5.21 **TradePlan** orders are designed to execute **when** the price of an **investment** meets, falls below or rises above a specified price. In the period between the price being achieved and the execution of the order, the price of the investment may have moved. This may mean that the order is dealt at a slightly different price to the **TradePlan** price. In certain market conditions, the price difference could be significant. In addition, specific events may cause the price of an **investment** to move to an unusually high or low price, which may cause your order to execute at those prices. Any order executed in these circumstances will be valid and we will not be liable for any resulting loss.
- 5.22 An order to 'Sell All' will result in all **investments** owned in a security in that **account** being sold. This type of order will take into account any pending order for the same **investment** regardless of order type and take into account any withdrawals or deposits since the original order was placed.
- 5.23 **TradePlan** orders can be placed on all UK listed **CREST** eligible **investments** although we can change the range of **investments** which are available.
- 5.24 You must have enough money in your **BOSCMA** or Bank of Scotland ShareBuilder to cover any charge applicable to a **TradePlan** order when you place it.

### TradePlan Risk Warnings

- 5.25 If your order is outside the normal market size of that **investment**, we may not **deal** it. We may try to contact you about your order.
- 5.26 If you place a **TradePlan** order and the stock on your account is subsequently suspended we reserve the right to cancel or amend that order.
- 5.27 If you place a **TradePlan** order and the stock is then subject to a **corporate action** our standard practice is to execute orders when a price is met, even if the **corporate action** affects the price either technically (for example through a re-structure or because of market sentiment). However we reserve the right to cancel, amend or otherwise intervene in such orders.

- 5.28 We reserve the right not to offer a **TradePlan** or to withdraw the **TradePlan** facility on certain types of **accounts**.
- 5.29 We will not be liable for any failure to execute a **TradePlan** order for technical or operational reasons, (including allowing market stabilisation, and auction periods) except for negligence on our part.

### Are there any times when deals can't be placed?

- 5.30 We may refuse to sell **investments** that you have purchased or subscribed for through us until we have received cleared funds for that purchase or subscription. If we do accept instructions to sell **investments** that you have purchased or subscribed for through us before we receive cleared funds for that purchase or subscription, we may delay the transfer of the proceeds of sale from those **investments** into your **nominated bank account**, ISA, Bank of Scotland ShareBuilder or **BOSCMA** (as appropriate) until we have received cleared funds for your purchase or subscription.
- 5.31 We may refuse to accept any instructions. In particular, we may ask you for proof that you have the right to **deal** in **investments** for which you have given us instructions. We may not **deal** for you until you have provided us with proof that is satisfactory to us. In particular, we may not accept your instructions unless:
- we have verified any changes to your personal information;
  - we have received any documents (correctly filled in) we may have asked for;
  - we have all the documents (including any share certificates) and information we need to carry out your instructions (this includes any evidence we need to confirm a change to your name or address);
  - where **investments** are held in certificated form and registered in joint names, those instructions are confirmed in writing by all the joint holders; and
  - where **investments** are held in the name of another person and you wish to give us instructions to sell those **investments**, we have received satisfactory proof of your authority to **deal** for that other person.

### Who has authority to deal?

- 5.32 We will accept instructions to buy, sell or subscribe for **investments** for you:
- from you, where you warrant that you have the right to trade and that no other person has any rights or interests in those **investments** that prevents you from

trading them in line with these conditions. Any instructions that we accept in good faith will form a legally binding contract between you and us. In particular, you authorise us as your agent for the express purposes of following your instructions in line with these conditions;

- from a person who has a legal right to give us instructions (for example, your trustee if you are made bankrupt or your personal representative);
- from a person that you have authorised in writing to give us instructions (for example, someone who has a Power of Attorney for you) as long as we have accepted your written authority to do so; or
- from all account holders who are named on your **account**.

### Can share certificates be sold?

- 5.33 We will accept telephone instructions to sell share certificates you already own. You should be in possession of the share certificates and they should be in your name before you call us to trade. By giving us instructions to sell shares represented by certificates you warrant that you are the owner of those shares and that they accurately reflect your holding on the appropriate share register. Different charges apply and can be found in our **brochure** and on our website. When you have traded we will send you a **CREST** Transfer Form which you should sign and return with your share certificate (unless they are already in our possession). Any relevant documents and information must have been received by us from you or the Registrar of the relevant company at least three **working days** before the **settlement** date stated on the **contract note** and be acceptable to us. If we do not receive any such documents in time, or if the documents are found to be incorrect or invalid, it may mean you receive payment after the **settlement** date shown on your **contract note**. We cannot accept instructions to sell certificated shares via our online service.

### What other conditions relate to dealing?

- 5.34 If at any time we reasonably believe that the necessary documents, information, funds or fees will not be provided, and if such documents, information, funds or fees have not been provided by the date stated on the **contract note** or notification as advised to you:
- We may treat any outstanding transaction as having been cancelled and terminated;
  - we may buy **investments** to replace those you failed to provide, allowing us to settle the **deal**;

- we may require you to reimburse us for the cost of buying the **investments** and pay a charge to cover our extra administration costs and any buy-in or enforcement fee for late delivery of **investments** levied in connection with **CREST** or by a **Market**;
- we may claim from you the total amount that you owe us together with interest on that amount at a rate of 2% above the Halifax variable mortgage base rate from time to time in force (calculated on a daily basis) from the date due until payment in full has been made;
- you authorise us to realise any of your assets that we hold, or instruct our **nominee** to sell any of your **investments** or connected rights that it holds for you, and apply the proceeds towards settling the total amount owed by you. Any shortfall will still be due from you;
- you authorise us to apply any cleared funds that we hold for you towards settling the total amount owed by you on your **account**. Any shortfall will still be due from you; and
- we may amend your 'income handling' option from 'Pay Away' and retain any funds until full payment is received.

- 5.35 If we negligently fail to carry out your instructions that we have accepted we will try to return you to your original position or the equivalent.
- 5.36 If **settlement** is due to take place more than three **working days** after the **deal**, we may require you to pay an additional charge. Details of this charge are available on request by calling us.
- 5.37 If you have a **BOSCMA**, when you buy or subscribe for **investments** we will debit your **BOSCMA** on the settlement date. If you do not have a **BOSCMA**, we will debit your **nominated bank account** by **debit card** or direct debit on or before the **settlement date**.

### What are Scheduled Subscriptions and Scheduled Investments and how do they work on my Share Dealing Account?

- 5.38 The following conditions 5.38 to 5.49 inclusive explain how **scheduled subscriptions** and **scheduled investments** work on your **BOSCMA**. The following are defined words in bold type have special meaning in relation to **scheduled subscriptions** and **scheduled investments**.

A **scheduled subscription** is a payment by you to us from your **nominated bank account** on one or a series of **subscription days** chosen by you and specified on the **website**.

A **subscription day** is the day on which funds must be available from your nominated **account** to make a **scheduled subscription**. You can choose from the available days listed as **subscription days** on the **website**.

A **scheduled investment** is a purchase of **investments** on one or a series of **investment days** chosen by you and specified on the **website**.

An **investment day** is the day we begin the process of placing the trade for your **scheduled investment** for you. Each **investment day** that applies to you is set out in your investment plan which you can access through the **website**.

### When and how will my scheduled instructions be carried out?

- 5.39 When you instruct us to buy **investments**, you must tell us the amounts that you want to invest for **scheduled investments** and the companies or funds in which you want to invest. For **scheduled investments** where you opt for a percentage amount, we will invest all available funds within your **account** on the day of the **scheduled investment**.
- 5.40 If you are making a **scheduled investment of investments**, we will begin processing your instruction to **invest** on the **investment day** chosen by you through the **website**. You can change your instructions to make a **scheduled investment** at any time before the investment day on which the **scheduled investment** is due to take place. By placing the instruction, we cannot guarantee the execution will be undertaken on the **investment day**.
- 5.41 We will only initiate a **scheduled investment** when we are satisfied that we have cleared funds. Cleared funds must be available to us before the commencement of each **investment day**.
- 5.42 It is your responsibility to ensure that there are funds available to us before the commencement of each **investment day** for a **scheduled investment**. If funds are insufficient to cover the whole amount of a **scheduled investment(s)** we reserve the right to not carry out any part of the **scheduled investment(s)**. This will not affect subsequent **scheduled subscriptions** or **investments**.
- 5.43 If we think it appropriate (for example, because of market conditions), we can delay an **investment day** until such time as we think it is appropriate for us to **deal** on your behalf. If we delay an **investment day**, this will be disclosed on the **website**.

- 5.44 The date and time of the **deal** that we carry out for you will appear on the online confirmation. Except where clause 5.43 applies, we will begin to process your instruction on the **investment day** at a time of our choosing. Your order will then be executed as soon as reasonably possible or at the next available Assured Valuation Point.

### How do I pay for the Scheduled Investments you buy for me?

- 5.45 For scheduled **investments**, we debit the money due from your **account**.

For scheduled **investments**, you will nominate a set amount to be invested through the **Bank of Scotland Share Dealing Service**, in accordance with the schedule you have set up through the **website** and we will debit the appropriate amount from your **account** on each occasion we make a **scheduled investment** for you.

### When and how do I make the payment to my Bank of Scotland Share Dealing Account?

- 5.46 For **scheduled subscriptions**, we will automatically collect subscription payments from your **nominated bank account** according to the schedule set up and maintained through the **website**. Advance notice of our requesting money under your direct debit instructions will not be given. For **debit cards**, we usually start the debiting process on the **subscription day**. For direct debit mandates, we usually start the debiting process at least two days before the **subscription day**.
- 5.47 You can choose within certain limits when subscriptions will be debited from your **nominated bank account** and the **website** will set out a timetable for these subscriptions. These days will be the **subscription days**. If a **subscription day** is not a **working day**, the **scheduled subscriptions** will be collected on the next **working day**.

### How do you allocate Scheduled Investments to my account?

- 5.48 For your scheduled **investments**, once we know the price of **investments** to be bought in accordance with your instructions, we will calculate the number of **investments** to be allocated to you and allocate them to you as soon as reasonably practicable after we have completed the **deal**.

### What information will I receive about my Scheduled Investments?

- 5.49 Information about your **investments** and about transactions you have undertaken and matters such as your **subscription days** will only be available to you through the **website**.

### What happens with International Dealing?

- 5.50 When purchasing international shares we will notionally limit your order to 90% of the available funds in your **account**. We do this to limit the risk that a sudden adverse change in market conditions or exchange rates result in your order exceeding the available funds. However, should such a change occur you will remain liable for the full cost of the order.

## 6. Settlement

### How will money settle?

- 6.1 Your **account** will be denominated in Pounds Sterling (or in Euros if the Euro has been adopted as the UK's currency). We will carry out **deals** and settle them with you in Pounds Sterling (or in Euros as appropriate).
- Where we are required to settle any transaction with a **Market** in a currency other than Pounds Sterling, we shall convert into or out of the relevant currency, in accordance with clause 5.3, the amount of funds necessary for **settlement**.
- 6.2 If as a result of **deals** or otherwise we have to apply more than one payment to or from your **nominated bank account** where we can, we may combine them into a single net payment. Also, if at any time we owe you more money than you owe us, we may, pay you the difference to settle the amounts that we owe each other.
- Conversely, if at any time you owe us more money than we owe you, we may require you to pay the difference to us. If such a payment is due to us and you have authorised us to deduct payments through your direct debit instruction, we will inform you of this at least **1 working day** before we do so.
- 6.3 We may decide to make payments by cheque. If we make a payment by cheque because we have not been able to complete the transfer of funds into your **nominated bank account**, we reserve the right not to pay you any interest on the funds transferred to you in these circumstances.
- 6.4 If you are going to make a payment by **debit card** and your bank imposes a floor limit on your **debit card**, it is your responsibility to notify them of the payment that we will request so that we can collect it.
- 6.5 We will not be liable for any loss arising directly or indirectly from the late collection of a direct debit payment that is not due to our fault, including any loss of investment opportunity or loss of tax relief.

6.6 We accept no responsibility for default or other failure to perform by a third party settlement agent, depository, clearing or settlement agent or system or any participant in one of them except where such default or failure is directly caused by our wilful default or negligence in connection with the performance of services under these terms.

### When will money be received when shares are sold?

6.7 If you make a sale within your ISA, subject to conditions 5.30 and 6.2 we will transfer the net sale proceeds into your ISA on the **settlement** date stated on the **contract note**, unless you ask us to transfer them into your **nominated bank account**. We will start this process once we have received **settlement** funds from the market.

6.8 If you make a sale and you have a **BOSCA** or Bank of Scotland ShareBuilder we will credit your **BOSCA** or Bank of Scotland ShareBuilder on the **settlement** date shown on your **contract note**. For your convenience sale proceeds from sales other than share certificate sales can be reinvested straightaway.

6.9 If you have a **BOSCA** and make a 'Sell to Withdraw' instruction we will begin the automatic credit of your **nominated bank account** once we have received **settlement** funds from the market. However, please note for all **accounts**, we may need to validate your **nominated bank account** details before we pay you. This may lead to a delay in you receiving the funds.

6.10 If you make a sale and you don't have a **BOSCA** we will credit your **nominated bank account** once we have received **settlement** funds from the market, subject to conditions 5.30 and 6.2.

### What happens if funds aren't supplied for a deal?

6.11 If you fail to make payment by the **settlement** date stated on the **contract note** and notified to you at the time of the **deal**, we may:

- treat any outstanding transaction as having been cancelled and terminated;
- apply a charge to cover our extra administration costs;
- claim from you the total amount that you owe us together with interest on that amount at a rate of 2% above the Halifax variable mortgage base rate from time to time in force (calculated on a daily basis) from that date until payment in full has been received;

- realise any of your assets that we hold, or instruct our **nominee** to sell any of your **investments** or connected rights that it holds for you, and apply the proceeds towards settling the total amount owed by you. Any shortfall will still be due from you; and
- you authorise us to apply any cleared funds that we hold for you towards settling the total amount owed by you on your **account**. Any shortfall will still be due from you.

6.12 Until we receive in cleared funds any outstanding amounts that you owe us:

- you authorise our **nominee** to keep your holding, share certificate(s) and/or connected rights and we may also refuse to carry out any instructions relating to your holding, share certificate(s) and/or connected rights.

6.13 Title to any **investments** shall not pass to you until you have paid for them and our related charges in full.

## 7. Looking after investments and cash held pending investment

### How will shares and other investments be looked after?

7.1 **Investments** that you buy or subscribe for or transfer into your **account** will be held in **safe custody** in your **account**. There are charges for some services (see our **brochure** or **website**).

If you ask us to, we will accept a transfer of **CREST** eligible or **Cofunds** eligible **investments** direct from another **nominee**.

If you hold **investments** in the form of a certificate, you can apply for them to be transferred into your **account**, although this does not apply to an ISA unless subject to condition 12.8.

7.2 We will not lend or deposit by way of collateral any **investments** in your **account** to a third party without your express permission.

7.3 You must not use the investments and cash in your **account** as security for a loan. Money may not be borrowed on the security of **investments** in your **account**.

7.4 Some companies offer special benefits to their shareholders (that is, 'shareholder perks'). As your **investments** will be pooled with those of other clients and will be registered in the name of our **nominee**, we may not be able to claim shareholder perks for you. However, if we can claim shareholder perks for you and you ask us to do so, we will do this and pass them on to you.

- 7.5 If you ask, we will arrange for you to:
- receive a copy of the annual report and **accounts** for every company or other concern in which you invest through your **account**;
  - receive any other information issued to holders of the **investments**;
  - attend shareholders' meetings, subject to any restrictions on attendance imposed by the company; and
  - vote by proxy (by telling us how you want the votes to be exercised by the **nominee**). We will only use any rights we have to vote for you when you tell us to do so.

### How will cash held pending investment be looked after?

- 7.6 Funds can only be held pending **investment**. If you do not use the cash to **deal** within a period of 12 months, we may return it to you.
- 7.7 We will hold your funds so that we comply with the **FSA** Rules. This means that we will hold your money, along with money belonging to other customers, in a pooled client money account with an approved bank.
- 7.8 In the event of an **approved bank** being declared in default we will make a claim on your behalf, including, where applicable, through the Financial Services Compensation Scheme. Under the Financial Services Compensation Scheme, compensation of up to £85,000 of funds held with the relevant **approved bank** is available to eligible claimants. You should note that the £85,000 limit applies to the aggregate of all your claims against the relevant **approved bank**, including any claims you may have directly against the relevant **approved bank**. As such, you may lose all or part of your funds.
- 7.9 If you ask us to **deal** in overseas **investments** for you, we may hold your money in a bank account with an **approved bank** outside the UK or pass your money to an intermediate broker or agent, settlement agent or Over The Counter (OTC) counterparty outside the UK. In such circumstances the legal and regulatory regime applying to the **approved bank**, intermediate broker, settlement agent or OTC counterparty will be different from that of the UK and, in the event of a failure of the bank, intermediate broker, settlement agent or OTC counterparty your money may be treated in a different manner from that which would apply if your money was held by a bank intermediate broker, settlement agent or OTC counterparty in the UK. Where we hold your money in a bank account with an overseas **approved**

**bank**, such bank may be entitled to combine the account with any other account or to exercise any right of set-off or counterclaim against money in that account in respect of any sum owed on any account of ours.

We will not be liable for the solvency, acts or omissions of any third party referred to in this Term.

- 7.10 If we hold at least £1 in cash for you in your **BOSCMA**, we will pay interest on it. Interest is accrued daily and paid annually. The current rate(s) can be found on our website [www.bankofscotlandhalifax.co.uk/sharedealing/charges](http://www.bankofscotlandhalifax.co.uk/sharedealing/charges) or by calling us.
- 7.11 Unless you have a **BOSCMA**, Bank of Scotland ShareBuilder, SIPP or ISA, we will not pay interest on money that we hold for you.
- 7.12 Where your **account** has been closed, transferred, or is in the process of being closed or transferred, we reserve the right not to pay to you amounts less than £5. Any balances not paid out will be set against our operating expenses. In addition, where we have sent you a cheque for less than £5 and that cheque has not been cashed within six months of issue, these monies will be set against our operating expenses.
- 7.13 Any cash that you are entitled to receive in connection with your **account** will be rounded down to the nearest penny.
- 7.14 a) If you have a **BOSCMA**, ShareBuilder or ISA all **income** and cash entitlements once received by us will be paid promptly into your **account** pending **investment** unless you ask us to pay income to your **nominated bank account** or elect to take part in a **DRIP** scheme. If you do not have a **BOSCMA**, we will pay **income** to your **nominated bank account**.
- Where required, you authorise us to deduct income tax at the appropriate rate from any dividends, interest payments and cash entitlements which are paid gross before paying the net amount to you. You authorise us to account for any tax deducted to the relevant authorities.
- We will only accept dividends in cash unless we agree otherwise.
- ### What should I do if I want to join a Dividend Reinvestment Plan?
- b) You can elect to join a **DRIP** by giving us your online instruction or by calling us. Once you have elected to participate in the **DRIP** all future dividends on **CREST** eligible shares and **Cofunds** eligible Unit

Trusts and OEICs will be reinvested under the **DRIP** until you withdraw from the **DRIP**. If you have more than one **account**, you will need to give us separate instructions for each **account**.

- c) If your account has been restricted by us for any reason your **DRIP** instruction will not be actioned and any related money will be placed in your **BOSCMA**, Bank of Scotland ShareBuilder or ISA.

### How many shares or units will I receive?

- d) The number of shares you will receive for each dividend will depend on:
  - i) the amount of your cash dividend, which is based on the number of shares you hold at the relevant dividend record date multiplied by the dividend payment amount;
  - ii) the price at which the shares are bought; and
  - iii) the dealing costs and stamp duty reserve tax for the purchase of the shares.

With the exception of Bank of Scotland ShareBuilder, you will receive the maximum whole number of shares or fractions of a unit which can be bought on your behalf. We will not invest amounts less than £1 into Unit Trusts or OEICs. Any cash left over will be paid back into your **BOSCMA** or ISA.

### What happens if my dividend is not enough to buy a share or unit?

- e) With the exception of Bank of Scotland ShareBuilder, if your dividend and any cash balance brought forward, after taking into account costs, is not enough to buy at least one share, the whole of your dividend will be paid in cash to your **BOSCMA** or ISA. As Unit Trusts and OEICs can be bought in fractional amounts, we will invest any amount over £1 and buy the maximum amount available relating to the dividend you received.

### Can I join the DRIP for just some of my shares?

- f) No, dividends will be reinvested on all of your **CREST** eligible shares and **Cofunds** eligible Unit Trusts and OEICs.

### What if I sell my shares?

- g) If your whole holding is sold before the dividend payment date no reinvestment will take place and the whole of your dividend will be paid in cash to your **BOSCMA**, Bank of Scotland ShareBuilder or ISA.

### How can I leave the DRIP?

- h) You can elect to leave the **DRIP** by giving an online instruction or by calling us.

- 7.15 We may offer you the option of using **income** to automatically buy more of one type of **investment** held in your **BOSCMA**, Bank of Scotland ShareBuilder or ISA. We will write to you separately if this option is available to you. We will choose the date of reinvestment.

### How are corporate actions dealt with?

- 7.16 If you are entitled to extra **investments** (for example, through a bonus or other capitalisation issue), we will automatically arrange to hold your new **investments** in your **account**.
- 7.17 If a **corporate action** happens in relation to your **investments** held in your **account** we will communicate with you outlining the terms and conditions (where applicable) of the offer, requesting your instructions by a given date. You must give us your instructions, by a method that we request, by the end of that given date. If we become aware of a **corporate action** at short notice, and do not have time to obtain your instructions, we will select the default option that is specified by the company in question or its registrar.
- 7.18 We may delay writing to you until the **corporate action** has been declared ex-entitlement or, in the case of a mandatory **corporate action**, until the **corporate action** has become effective and we have received the benefits to which you are entitled. With the exception of a compulsory acquisition, where we do not receive any instructions from you by a given date, we will not accept any such offer on your behalf without your specific instructions and will not accept instructions to accept only part of such an offer. This could mean any benefits that you were entitled to could lapse.
- 7.19 If we do not receive any instructions from you by a given date in respect of a compulsory acquisition, we will accept the basic terms of the acquisition on your behalf. We will write to you when this has occurred.
- 7.20 We must receive cleared funds from you by the given date that we notify to you before we can carry out an instruction to make a payment in respect of a **corporate action**. If you have a **BOSCMA**, Bank of Scotland ShareBuilder or ISA these funds will need to be available in the **BOSCMA**, Bank of Scotland ShareBuilder or ISA on the given date. If cleared funds are not available no action will be taken, subject to condition 7.16. If there are

insufficient funds in your ISA, you can obtain cleared funds by selling **investments** held in your ISA and use these funds to meet the cash that is due. You can also generate a subscription to meet the amount due, subject to the annual subscription limit for your ISA. We may give you the option to take up the **corporate action** outside the ISA.

- 7.21 The terms of a **corporate action** may require us to make an election on behalf of our **nominee** holding in a company. If it does, we may not be able to get instructions from all of our clients who hold shares in that company. We reserve the right not to offer the option to you. We will use reasonable efforts to give you an alternative option but we cannot guarantee that this will match the option given by the company.
- 7.22 If, as a result of a **corporate action**, we receive **investments** which are not 'qualifying **investments**' for a stocks and shares ISA under the **ISA Regulations**, we will transfer the **investments** directly to a share dealing account if you have one. Alternatively we can arrange for you to be sent a certificate or transfer the **investments** to another **nominee**. In certain circumstances we may offer you the option of selling the investments and retaining the sale proceeds in your ISA. We will notify you if this option is available to you. We may charge for these services and the latest charges are listed in our **brochure** or **website**.
- 7.23 Where our **nominee** receives a distribution of entitlement to shares and any other benefits due to you arising from a **corporate action**, we will allocate the entitlement to your **account** promptly but at the latest in accordance with the **FSA's** guidelines. Any entitlements will be rounded down to the nearest whole share or to six decimal places for unit trusts.
- 7.24 If you purchase or transfer into your **account** Nil Paid shares, it is your responsibility to instruct us, in good time, to pay any call monies due in order to receive the fully paid shares. In the absence of such instructions, or where there are insufficient funds available, your Nil Paid shares will lapse.
- 7.25 If the investments held in your account are subject to a **corporate action** which includes an offer to purchase additional shares and you decide not to take up that offer, we may instruct our **nominee** (as legal owner of the investment) to purchase those shares on our behalf. We will retain any profit (and be liable for any loss) on any future sale of those shares by our **nominee**.

- 7.26 Under the rules of any **Market**, if you are selling shares through us and you receive a related benefit to which you are not entitled, you must give up this benefit to us and we will collect it and pass it on to the person entitled to it. Equally, if you are buying shares and you do not receive a related benefit to which you are entitled we will claim that benefit for you. Entitlement is established by reference to the **Market's** 'ex-date' (that is, the date on which an investment is traded without that entitlement) and not the 'record date' (that is, the date on which it is determined all holders shown on the register will receive a benefit).

If you make a corporate action election and subsequently sell your shares, you will be liable for any costs associated with us having to buy back those shares to honour your election. You will also be liable to pay for any loss arising from adverse movements in the share price.

- 7.27 Where we are required to make a **corporate action** call payment on your behalf, or we need to pay you a dividend, interest or a cash entitlement in a currency other than pounds sterling, we will make the appropriate currency conversion in accordance with clause 5.3 and will inform you of the pounds sterling equivalent and when we are to debit this from your **nominated bank account**, ISA, Bank of Scotland ShareBuilder or **BOSCSA**.

#### How can investments/cash be transferred out of an account?

- 7.28 You cannot transfer **investments** out of our **nominee** until you have paid for them and they are held in your **account**.
- 7.29 You may ask to withdraw your **investments** and or cash held in any **account** we hold for you, at any time. We will transfer **investments** direct to another **nominee**, or, at your request, we will arrange for you to be sent a certificate in your name for those **investments**. We will charge you for these services. For cash, we may credit your **nominated bank account**. The latest charges are listed in our **brochure** or **website**. For cash, we may credit your **nominated bank account**.

#### Can an account be suspended?

- 7.30 If we reasonably believe that you are using the **Bank of Scotland Share Dealing Service** for illegal purposes, or if we find out that there is a disagreement about who owns or has authority to deal in the **investments** held for you under the **Bank of Scotland Share Dealing Service** (including a disagreement between joint holders), we may freeze all or some of the **investments** held for you. This means that we

will not allow anyone to **deal** with those **investments** or carry out any transactions until we are satisfied that you are not using your **account** for illegal purposes or that the disagreement is settled.

### What happens on death?

7.31 If we receive proof of your death that is satisfactory to us, our **nominee** will continue to hold your **investments** and any cash held in your **BOSCMA**, Bank of Scotland ShareBuilder or ISA. If our **nominee** was holding those **investments** and, if applicable, cash only for you, our **nominee** will follow the instructions of your personal representatives. If our **nominee** was holding those **investments** and, if applicable, cash for you and other joint holders, our **nominee** will follow the instructions of the other joint holders.

7.32 When we have received evidence of your death that is satisfactory to us, and we are asked by your personal representatives or any other person entitled to the **investments** in your **account** we will sell those **investments** and pay the proceeds and any other cash in your **account** (less any money owed to us or the HM Revenue & Customs) to them once we have verified their identity. Alternatively, if your personal representatives or any other person entitled to the **investments** in your **account** ask us to register them in the name of another person or people, we will do this once we have been able to verify their identity (less any money owed to us or HM Revenue & Customs). Your **account** will then be closed.

7.33 Until we sell the **investments**, they will be subject to daily price movements as normal. When we know who your personal representatives are, we will tell them the value of the **investments** and cash in your **account** on the date of your death.

7.34 For an ISA any tax exempt status will end on your date of death and we will stop collecting any monthly subscriptions.

## 8. Charges

### What charges apply and how will they be levied?

8.1 We make dealing and other charges in connection with your **account**. We also make administration charges for the ISA (see also conditions 12.24, 12.25). Details of all our current charges are listed in our **brochure** and **website**. We may introduce new charges or change our existing charges. When you deal with us, our latest charges will apply. Because of this you should make sure that you have a copy of our latest **brochure** or have checked the latest charges on our **website**. Different

charges may apply to the services provided over the internet by our online service.

8.2 We will collect dealing charges by adding them to the cost of buying **investments**, or by taking them from the sale proceeds. We may collect these charges, our administration charges or any other applicable charges from your **BOSCMA** (if you have one), your Bank of Scotland ShareBuilder, your **nominated bank account** or any other **account** you hold with us. Additional charges may be levied by the Fund Manager in relation to orders placed in Unit Trusts and OEICs. Any applicable charges will be included within the amount you are investing or deducted from the sale proceeds.

8.3 You will pay any Stamp Duty, Stamp Duty Reserve Tax, Value Added Tax or any other taxes or levies which apply when you buy or sell **investments** or incur charges. We will account to the appropriate authorities for all such taxes and levies. You will pay any other taxes for which you are liable in connection with a **deal**, for example Capital Gains Tax.

8.4 When we calculate our administration charges, we round up fractions of a penny to the nearest penny.

## 9. What information will be sent to me?

9.1 We may send you marketing information and market analysis but this will not form a personal recommendation and any decision about your **investments** rests with you.

We make market information available to you as part of the services provided through our online service.

The market information is for your own personal use. You must not pass the information on to anyone else or use it for any commercial or unlawful purpose. If you think that someone has used market information without our permission, you must notify us straightaway.

If we provide market information, we use sources we believe to be reliable. If we use an independent information provider to provide market information, we will use all reasonable care and skill to choose that provider. But, because we and any provider have no control over the information sources, we cannot promise that the market information is accurate, complete, timely or in the right order.

You must satisfy yourself that market information is reliable before you make any decisions or take any actions based on it. We are not responsible for any decision or action you take or any loss you or anybody

else may suffer as a result of such a decision or action. We cannot promise that the market information will always be available to you.

### What information is sent about a deal?

9.2 Unless condition 9.3 applies, by close of business on the **working day** following your **deal**, we will send you a paper **contract note**. If you do not receive a contract note within the period notified to you at the time of the **deal**, you should not repeat your instruction. Instead, you should contact us for more information.

9.3 If you have asked us not to send you a paper **contract note** for your **deal(s)** the words '**online contract note**' shall be substituted for '**contract note**' throughout these conditions, except in conditions 9.2 and 9.4.

As soon as is reasonably practicable following your **deal**, we will send you an email stating that an **online contract note** is available on the secure area of our **website**. If you do not receive an email from us, you should not repeat your instruction; instead you should check the details of your **deal** through our secure **website**; clicking on the **deal** reference number will display the contract note details. You can also contact us for further information.

You will not receive any confirmations or other information relating to your **deal(s)** in hard copy or by email. All information relating to your **deal(s)** and **investments** will be available for viewing on the Dealing History page of the secure area of our **website**. If you wish to receive paper **contract notes** after you have requested not to receive them you will need to contact us.

If, at any point, the flow of information between us is interrupted (for example, your computer crashes or you can no longer access our website), and you are not certain whether a **deal** has been accepted or not, do not try to enter the **deal** again. Instead, please try to log onto our online service again and check your Bank of Scotland Share Dealing **account** details. If you cannot log on, or you are still uncertain about the **deal**, please telephone us and we will confirm the position.

Our records are conclusive (except for any errors and omissions). For a **deal**, this means that the information held on our computer systems, and the **contract note** or online confirmation for that deal, are the only valid evidence of the **deal**. In particular, the screen message may not be used as evidence of that **deal**.

9.4 If we are unable to provide you with an **online contract note** we will send you a paper **contract note**.

9.5 If we make a mistake when we carry out your instructions to make a **deal** we may provide you with or send you a **contract note** that shows our mistake. When we have corrected our mistake, we will provide you with or send you a **contract note** that will show the steps we have taken to correct the mistake. If you suspect an error has been made on your **account** you must contact us immediately in order for us to investigate.

### How often are statements and valuations sent?

9.6 Unless you have registered to use our online service, we will send you a statement and valuation of your **investments** held in your **account** at least annually. This will show the value of your **investments** and the basis on which that value has been calculated. If you have registered to use our online service, you will be able to view on the **website** a valuation of your portfolio and a statement showing up to date details of any cash and stock movements on your **account**. The valuation of your portfolio during the **dealing period** will be the current market price, delayed by 15 minutes. If you are viewing your valuation after the **dealing period** has ended on a **working day**, it will be based on the close of business prices for that day. If you are viewing it on a day that is not a **working day**, it will be based on the close of business prices for the previous **working day**.

9.7 With the exception of the **Bank of Scotland Share Dealing ISA** and unless you have registered to use our online service, we will send you a consolidated tax certificate (**CTC**) every year detailing the amount of any **income** received in the preceding **tax year** and any associated tax credit. If you have registered to use our online service, the **CTC** will be available to you via our secure **website**. It is your responsibility to keep a copy of your **CTC**. Requests for a duplicate **CTC** may incur a charge and may not be available if the original **CTC** is more than six tax years old.

### What other conditions apply to communications between us?

9.8 We do not accept any responsibility for documents before we receive them or after they have been sent to you. You are responsible for any charges relating to the recovery or replacement of lost documents. You should keep a note of the date on which you post documents to us and of any cheque or certificate numbers to help with any enquiries that may arise. We do not accept responsibility for postal delays.

- 9.9 We will send all written notices and other communications to the address that you gave us when you applied for your **account** or the latest address that you have given us. They will be treated as arriving 72 hours after posting (if sent to an address in the UK) or 10 days after posting (if sent abroad). If you register for our online service you must supply us with an up to date email address. We will contact you by email to inform you of deals on your **account**, pending **corporate actions** and other important communications. Emails will be treated as arriving immediately upon sending by us.
- 9.10 If more than one person is registered as the holder of **investments** in an **account**, we will send all written notices and other communications to the person first named and those notices and communications will be treated as given to all holders.
- 9.11 If you change your name, address, email address or other contact details, you must contact us by telephone or write to us straight away. If you have not told us about a change of contact details and we send a notice to the latest details that you have given us, it will be effective. You should make sure that the arrangements for receiving mail at your address are safe and that you can receive email from us. We may also accept changes that you inform us about through our online service.
- 9.12 When we receive returned mail or emails, we will make reasonable endeavours to contact you to get your new details. We reserve the right to not send further communications to the old address or old email address.
- 9.13 We may keep any e-mails sent to or from us. We do this to check what was written and also to help train our staff.

## 10. How are complaints dealt with?

- 10.1 If you believe that we have failed to carry out your instructions correctly, you must report this to us immediately. We will investigate your complaint in accordance with the **FSA** Rules.
- 10.2 If you have a complaint about your **account** or would like details of our complaints procedures, please call us or write to the Customer Services Manager, Bank of Scotland Share Dealing Limited, Lovell Park Road, Leeds LS1 1NS or email us **sharedealing@bankofscotland.co.uk** If we cannot resolve your complaint to your satisfaction, you may have a right to complain directly to the Financial Ombudsman Service whose address is South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## 11. Regulatory matters and disclosures

- 11.1 We will treat you as a retail client for the purposes of our relationship. We will act for you on an execution only basis which means we cannot give you **investment** or taxation advice.
- 11.2 We will carry out each **deal** under the rules of the **FSA** and any **Market** on which we carry out that **deal**.
- 11.3 If we cannot perform any of our services under these conditions due to circumstances beyond our reasonable control, then we will take all reasonable steps to bring those circumstances to an end, but we will not be liable for our non-performance.
- 11.4 We can employ agents on such terms as we think fit and we can delegate any of our functions under these conditions. We will satisfy ourselves that any person to whom we delegate any functions under these conditions is competent to carry out those functions.
- 11.5 No notice of any trust, express, implied or constructive will be binding on us, or our **nominee**.
- 11.6 Your attention is drawn to the fact that there may be limited circumstances in which a conflict exists between your and our interests. To mitigate and control these conflicts we have drawn up a Conflict of Interest Policy. A summary of this document is provided separately, although you may request a copy of the full policy at any time by contacting us.
- 11.7 Provided that we have complied with the Rules of the **FSA**, you agree that we can cease to treat as client money any unclaimed cash balance that we hold for you where there has been no movement in the balance for a period of at least 6 years and we can demonstrate that we have taken reasonable steps to trace you and to return the balance.
- 11.8 We may **deal** for you in **investments** that may have been the subject of 'Stabilisation.' Stabilisation is a process that supports the price of newly issued **investments**. It can make the market price of the newly issued **investments** temporarily higher than it would otherwise be. It may also affect the market price of **investments** of the same class already in issue and of other **investments** whose price affects the price of the newly issued **investments**. It is undertaken to ensure that:
- newly issued **investments** are introduced to the market in an orderly fashion; and
  - the issue price and/or price of associated **investments** is not artificially depressed because of the increase in supply caused by the new issue.

It may only take place for a limited period. There are limits on the price at which shares and **warrants** may be stabilised.

- 11.9 Neither we nor any member of the **Lloyds Banking Group** accept any liability either for any consequential loss arising from error or omission, or in the event that the details of your **nominated bank account** that we hold are incorrect.
- 11.10 If we give you at least 10 **working days'** notice either by (a) writing to you, (b) publishing the change in at least two national newspapers or (c) if you have registered to use our online service, by publishing the change on our website, we may change these conditions for any valid reason and if it is reasonable to make the change. If we have accepted your instructions to carry out a **deal** before we give this notice, we will carry out and settle that **deal** in line with the conditions before the change is made. See also condition 5.7.
- 11.11 We have accepted responsibility under the **FSA** Rules for any custodian function carried out by our **nominee** in its capacity as an eligible **nominee**.
- 11.12 If we appoint a custodian to act as our **nominee** in respect of **investments** that are subject to the law or market practice of a jurisdiction outside the UK:
- different **settlement**, legal and regulatory requirements may apply from those in the UK; and
  - there may be different practices for the separate identification of **safe custody investments**.
- 11.13 We are a participant in the Financial Services Compensation Scheme (FSCS). As you have been categorised as a retail client, you may be able to make a claim on this Scheme if we default in our obligations to you. Compensation of up to 100% of the first £50,000 of assets held is available to eligible claimants. If you ask, we will send you a summary of your rights under the Financial Services Compensation Scheme. Further information can also be obtained from the Financial Services Compensation Scheme.
- 11.14 Your **investments** will be pooled with **investments** held for other clients. This means that your **investments** will not be identified by separate certificates. Our **nominee** companies are owned by us. If our **nominee** defaults, we accept full responsibility for it. We will not disclaim losses arising directly from its fraud, willful default or negligence. We are wholly owned by the **Lloyds Banking Group**.
- 11.15 We can suspend or withdraw all or part of the **Bank of Scotland Share Dealing Service** from you at any time on immediate oral or written notice. If we have already accepted your instructions to carry out a deal, we will carry out and settle that deal in line with the conditions on a reasonable endeavours basis unless we have a valid reason not to do so. If we suspend the **Bank of Scotland Share Dealing Service**, you can ask us to transfer any **investments** that we hold for you into your name and the names of any joint holders and we will do this without charge. If we withdraw the **Bank of Scotland Share Dealing Service** from you, we will transfer any **investments** that we hold for you into your name and the names of any joint holders without charge.
- 11.16 If, after acting for you and our other clients for any transaction, we are left with fractions of **investments** or cash, we may add these together, sell them (in the case of **investments**) and keep the proceeds to set against our operating expenses. This clause does not apply to Bank of Scotland ShareBuilder.
- 11.17 We are not responsible for any loss incurred as a result of the actions or omissions of any third party.
- 11.18 Nothing in these conditions excludes or restricts our duties under the rules of the Financial Services Authority, the Financial Services and Markets Act 2000 or any regulations issued under that Act. Any references to provisions, rules or other requirements of the Financial Services and Markets Act 2000, the **FSA** or any **Market** in these conditions, we mean the requirements from time to time in force.
- 11.19 If we are required to give warranties before acting for you, we may require you to give us an indemnity before we act.
- 11.20 You may exercise your right to withdraw from the **Bank of Scotland Share Dealing Service** contract by giving us 14 calendar days' notice. Any instruction to buy, sell or subscribe for **investments** entered into during the notice period is not subject to this right. Any charges or fees incurred by you during the notice period remain your responsibility.
- 11.21 Where your **account** does not hold any **investments** or cash and has not been used for a period of 12 months or more, we reserve the right to treat your **account** as inactive and refrain from sending you any correspondence, documentation or marketing literature.
- 11.22 Where your **account** does not hold any **investments** or cash and has not been used

for a period of three years or more, we reserve the right to treat your account as closed.

- 11.23 We reserve the right to pass your details to a third party for debt collection purposes if we reasonably believe any amount owing to us by you will not be paid.
- 11.24 It is agreed that these conditions are governed by English law and that any dispute will be dealt with by the English courts. All communication, either oral or written will be in the English language.

### How we use your Personal Data

11.25 Like other financial organisations, we are legally obliged to collect, verify and record information confirming client identity and to report details of suspicious transactions to the Serious Organised Crime Agency. For more details please contact us.

11.26 For details of the main credit reference agencies we use please contact us.

11.27 We may use credit scoring methods to assess your application and verify your identity. Members of our group and other companies may use credit searches and other information supplied to us and/or the credit reference agencies about you and someone linked financially with you, including previous and subsequent names, to make credit decisions about you or other members of your household. Any of this information may also be used for identification purposes, debt tracing, preventing money laundering and managing your **account**.

11.28 We may disclose any information you provide to us to a licensed credit reference agency that may retain a record of the search. We will use the results of the search to check your identity and to determine your creditworthiness, although we will not extend a line of credit to you.

11.29 We have systems that protect our clients and ourselves against fraud and other crime. Client information can be used to prevent crime and trace those responsible. We may check your details with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;

- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please write to us at Compliance & Risk, Bank of Scotland Share Dealing Limited, Lovell Park Road, Leeds LS1 1NS if you want details of those credit reference agencies and fraud prevention agencies from whom we obtain and with whom we record information about you. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. You have a legal right to these details.

11.30 Occasionally we search credit reference and fraud prevention agency files as well as our own internal group records to manage your **account** and take decisions such as whether to offer or continue to offer our service. Lenders who may assess your ability to obtain credit may see these searches.

11.31 'Associations' linking your financial records may be created on Credit Reference Agency records when you apply for **accounts** in joint names. Your financial records, and those of anyone financially associated with you, may be considered in any future applications you make.

11.32 The Data Protection Act puts obligations on users of personal information and lays down principles for its use. One principle states that information has to be processed fairly and lawfully. This means that you are entitled to know how we intend to use any information you provide. You can then decide whether you want to give it to us. To provide outstanding client service we need accurate client information. You can help by informing us whenever your circumstances change. Organisations must lodge a notification with the Information Commissioner describing the purposes for which they process personal information. The details are publicly available from the Commissioner's office at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Tel 01625 545745. Fax 01625 524510. Alternatively, see the Commissioner's website: [www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk)

11.33 We may ask any other member of the **Lloyds Banking Group** to give us information about you which will help us to identify you. We and other members of the **Lloyds Banking Group** may exchange information about you for administrative purposes.

11.34 Our main use of your personal information is to look after your **account** or to provide the specific service you require. Members of the **Lloyds Banking Group** may use your details

to inform you by letter, telephone, email, short message service (SMS) or otherwise about any special shareholder offers, products or services offered by our group of companies and selected third parties, unless you ask us not to do so. If you do not wish to hear about these, please call us or let us know by any means available to you. Remember, however, that opting out could stop you hearing about our special shareholder offers or products and services which may benefit you.

- 11.35 Where permitted by the **FSA** Rules and if you have not registered a solicitation objection with us, we may contact you by telephone or other interactive dialogue about products and services which may be of interest to you. You agree that we have your permission to contact you on any telephone number that you have provided.
- 11.36 Unless you have given us your consent, we will not provide information about you to companies outside the **Lloyds Banking Group** to use for their marketing purposes. We disclose personal information only with your consent, or if we are required to do so by law.
- Sometimes we need to give information to our agents and subcontractors so that they can provide a particular service for us. Sometimes, these companies may be located abroad in countries that do not have data protection laws. In these circumstances we always take great care to ensure that your personal information is kept safe and secure.
- 11.37 We may use your **account** details, transactions and information provided to us by third parties in our client contact programme.
- 11.38 You agree that:
- we may give details about you and your **account** to the companies or other concerns whose **investments** you hold; and
  - companies or other concerns whose **investments** you hold may disclose details about your **investments** to us.
- 11.39 We may record telephone conversations to fulfil regulatory record keeping requirements, offer you additional security, resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.
- 11.40 If you provide us with your email address or mobile phone number, we will keep a record of these. We may use them to contact you occasionally about our products and services unless you ask us not to do so. We will not

give your email address or mobile phone number to any third parties other than those detailed in 11.34.

- 11.41 If you send us email over the Internet, remember that it will be 'unsecure' and could be intercepted. If you do send us 'unsecure' email, please keep the amount of confidential information you include to a minimum. We will do likewise when we reply.
- 11.42 Certain information collected may be classified as sensitive and we can only use such data where we have your explicit consent. This data relates to racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health, sexual orientation, criminal proceedings and offences and will only be processed in order to provide the service requested.
- 11.43 Under the Data Protection Act you have the right of access to information we hold about you on our records. The Act allows us to charge a fee of £10 for this service. If anything is inaccurate or incorrect, please let us know and we will correct it.
- 11.44 We may disclose any information that we have about you or your **account** to any governmental or regulatory body entitled by law to that information.

## 12. Supplementary conditions for ISAs

### When will an ISA become active?

- 12.1 For the purposes of the **ISA Regulations**, your ISA will not start until we have received your first subscription.

### How can subscriptions be made into an ISA?

- 12.2 You can subscribe to an ISA by:
- **debit card** – provided that we receive an 'authorisation' from your card provider, we will deem this to be cleared funds immediately;
  - direct debit – if you have set up a direct debit facility on your **account** we will request the subscription from your **nominated bank account** on the same working day as we have received your instructions. We will deem these to be cleared funds immediately;
  - we will also accept a cheque. If we agree to accept payment by cheque, we may not accept any dealing instructions from you until the cheque has cleared, or
  - giving us your existing **investments**. You must be solely and beneficially entitled to these **investments** and they must be free

of any charges. We will sell these **investments** and transfer the money from the sale into your ISA to buy new **investments**. When giving us your existing **investments**, please note the settlement date of the sale will be treated as the subscription date to the ISA. There are charges for this service which are detailed in our latest published **brochure** and **website**.

- 12.3 You can transfer **investments** or the cash value of an ISA held with another ISA Manager into the **Bank of Scotland Share Dealing ISA**. Any cash value transferred into the **Bank of Scotland Share Dealing ISA** must be held pending investment in qualifying investments.
- 12.4 Subscriptions to your **Bank of Scotland Share Dealing ISA** in any **tax year** must not exceed those limits set by HM Revenue & Customs. The limit that applies is detailed in our brochure and website, these limits may vary in each tax year.
- 12.5 For monthly subscriptions, we will give you a choice of a limited number of collection dates. We will normally debit funds from your **nominated bank account** on the same day of each month as the first collection date (or, if that day is not a **working day**, the first **working day** after that day). If we agree, you can change the date on which we collect your payment each month.
- 12.6 When you instruct us to buy or subscribe for **investments** for you, your ISA needs to contain sufficient cleared funds to meet the full costs of the purchase or subscription. If cleared funds are insufficient at the point of execution to cover the whole amount of a purchase or subscription, we will either:
- not carry out any part of the purchase or subscription;
  - adjust your trade to match the cleared funds in your ISA.

### What stocks can be held in an ISA?

- 12.7 Only an investment listed on a recognised stock exchange and meeting the requirements of HMRC shall be eligible to be held within an ISA. We reserve the right to decide on the eligibility of an investment.

### Can shares be transferred into an ISA from a savings-related share option scheme, an approved profit-sharing scheme or a share incentive plan?

- 12.8 We will transfer shares received under an approved SAYE option scheme, or a Share Incentive Plan into your ISA as soon as

reasonably practicable after we have received your instructions to do so and any necessary documentation we have asked you to complete is properly completed. In the case of a SAYE share option scheme, you must make the transfer within 90 days of your exercise of an option. In the case of a Share Incentive Plan, you must make the transfer within 90 days after the shares ceased to be subject to the plan. (Share Incentive Plans were previously known as Approved Employee Share Ownership Plans).

### Can an ISA be transferred from an existing ISA Manager?

- 12.9 We will accept instructions to transfer ISAs from another ISA Manager in writing or by telephone. Upon receipt of your instruction we will send you a form to complete. Alternatively, you can download the form from our website. Once returned and fully completed we will contact your existing ISA Manager to arrange transfer. To complete the transfer we require the name and address of your current ISA Manager and the account number(s). Your account must be open before we can accept the transfer.
- 12.10 ISAs transferred from other ISA Managers will be accepted either by transferring **investments**, cash or a combination of **investments** and cash.

### How can an ISA be closed?

- 12.11 We can close your ISA at any time by giving you at least 10 **working days'** notice.
- 12.12 You can close your ISA at any time in writing or by telephone.
- 12.13 If our appointment as ISA Manager is ended for whatever reason, we will give you at least 30 calendar days' notice that we intend to end your ISA and notify you of your right to transfer your ISA to another ISA Manager. Unless you ask us to transfer your ISA to another ISA Manager we will close it.
- 12.14 If we or you close your ISA, we will give you certain options. Charges may apply.

Please see our current **brochure** or **website**. We will:

- sell the **investments** and pay to you the net sale proceeds and any other cash we are holding for you in the ISA (less any charges and other money you owe us);
- within the time limit stipulated by you in your instructions (subject to a reasonable business period not exceeding 30 calendar days for the practical implementation of your instructions by us) if you ask us, we will transfer the **investments** (less

any charges or other money you owe us) direct to a Bank of Scotland Share Dealing Account, or we will transfer in line with the **ISA Regulations** all or part of your ISA, with all rights and obligations of the parties to it, to another ISA Manager without affecting your tax relief;

- we will transfer **investments** (less any charges or other money you owe us) to another nominee; or
- arrange for you to be sent a certificate in your name for those **investments**.

12.15 We may complete any transactions that we have started before we receive your notice.

12.16 If your ISA has a valuation of less than £250 we reserve the right to close the **account** and send you the balance, less any charges that are due.

12.17 Subject to 7.12 where your **account** has been transferred to another ISA Manager and we receive dividends, interest or other **income** on your behalf we will send this **income** to the new ISA Manager except where the amount is less than £50 when we will send this **income** directly to you.

### What communication will there be with HM Revenue & Customs?

12.18 We will give HM Revenue & Customs any information about your ISA that the law says we must.

12.19 If we have passed any tax to you that you are not entitled to, we can deduct this amount from your ISA and repay HM Revenue & Customs (see also 12.21).

12.20 We are required to account to the relevant tax authority for any tax arising from any dividends, interest payments and cash entitlements paid on **investments** in your ISA. You authorise us to collect this out of any cash that we hold for you in your ISA or, if you do not hold sufficient cash, by selling **investments** from your ISA.

12.21 Under the **ISA Regulations**, we will tell you if your ISA has been made void and will no longer benefit from the tax relief that applies to ISAs. We will tell you to contact your HM Revenue & Customs office with details of your potentially void ISA. Alternatively, the HM Revenue & Customs may tell us that your ISA is void. In some circumstances we may be able to allow your ISA to continue. If this is the case you will be contacted. We may charge for this. Details of our charges are listed in our **brochure** and **website**.

### How does taxation affect an ISA?

12.22 Under the current law relating to tax relief for ISAs, we will manage your ISA so that it will be free from Capital Gains Tax. When these

conditions refer to tax relief, they mean the tax relief that applies at the date of publication of these conditions in the UK. Tax relief could change in the future. If the tax relief that applies to ISAs changes, your ISA will continue but it will be affected by that change. We do not claim relief on tax levied outside the UK.

### What interest will be paid on an ISA?

12.23 If we hold at least £1 in cash for you in your ISA, we will pay interest on it. Interest is accrued daily and paid annually.

- Under the **ISA Regulations** we must deduct a flat rate charge, currently 20%, from interest on your ISA and pay this charge to HM Revenue & Customs. The current interest rate(s) is available on our **website** [www.bankofscotlandsharedealing.co.uk/charges](http://www.bankofscotlandsharedealing.co.uk/charges) or by calling us.

### How will administration fees be collected?

12.24 Where an administration fee applies, we will collect administration fees for your ISA through your **debit card** or direct debit instruction. At our discretion we may collect fees from cash held in your ISA (see 12.25) or any **account** you hold with us. We can also collect fees by cheque. Where fees are unpaid we reserve the right to collect money from any account you hold with us or by selling any investments you hold.

12.25 We reserve the right to set a minimum cash reserve level in your ISA to meet fees, charges, taxes or duties arising in connection with your ISA.

### What are Scheduled Subscriptions and Scheduled Investments and how do they work on my ISA?

12.26 The following conditions 12.26 to 12.37 explain how **scheduled subscriptions** and **scheduled investments** work on your ISA. The following are defined words in bold type have special meaning in relation to **scheduled subscriptions** and **scheduled investments**.

A **scheduled subscription** is a payment by you to us from your **nominated bank account** on one or a series of **subscription days** chosen by you and specified on the **website**.

A **subscription day** is the day on which funds must be available from your nominated **account** to make a **scheduled subscription**. You can choose from the available days listed as subscription days on the **website**. An **investment day** is the day we begin the process of placing the trade for your **scheduled investment**. Each **investment day** that applies to you is set out in your investment plan which you can access through the **website**.

A **scheduled investment** is a purchase of **investments** on one or a series of **investment days** chosen by you and specified on the **website**.

An **investment day** is a day on which we will effect a **scheduled investment** for you. Each **investment day** that applies to you is set out in your investment plan which you can access through the **website**.

#### When and how will my scheduled instructions be carried out?

- 12.27 When you instruct us to buy **investments**, you must tell us the amounts that you want to invest for **scheduled investments** and the companies or funds in which you want to invest. For **scheduled investments** where you opt for a percentage amount, we will invest all available funds within your **account** on the day of the **scheduled investment**.
- 12.28 If you are making a **scheduled investment of investments**, we will place your instruction to **invest** on the **investment day** chosen by you through the **website**. You can change your instructions to make a **scheduled investment** at any time before the **investment day** on which the **scheduled investment** is due to take place. By placing the instruction, we cannot guarantee the execution will be undertaken on the investment day.
- 12.29 We will only initiate a **scheduled investment** when we are satisfied that we have cleared funds. Cleared funds must be available to us before the commencement of each **investment day**.
- 12.30 It is your responsibility to ensure that there are funds available to us before the commencement of each **investment day** for a **scheduled investment**. If funds are insufficient to cover the whole amount of a **scheduled investment(s)** we reserve the right to not carry out any part of the **scheduled investment(s)**. This will not affect subsequent **scheduled subscriptions** or **investments**.
- 12.31 If we think it appropriate (for example, because of market conditions), we can delay an **investment day** until such time as we think it is appropriate for us to **deal** on your behalf. If we delay an **investment day**, this will be disclosed on the **website**.
- 12.32 The date and time of the **deal** that we carry out for you will appear on the online confirmation. Except where clause 12.31 applies, we will place your instruction on the **investment day** at a time of our choosing. Your order will then be executed as soon as reasonably possible or at the next available Assured Valuation Point.

#### How do I pay for the Scheduled Investments you buy for me?

12.33 For **scheduled investments**, we debit the money due from your Bank of Scotland Share Dealing Account.

For **scheduled investments**, you will nominate a set amount to be invested through the **Bank of Scotland Share Dealing Service**, in accordance with the schedule you have set up through the **website** and we will debit the appropriate amount from your **account** on each occasion we make a **scheduled investment** for you.

#### When and how do I make the payment to my Bank of Scotland Share Dealing Account?

- 12.34 For **scheduled subscriptions**, we will automatically collect subscription payments from your **nominated bank account** according to the schedule set up and maintained through the **website**. Advance notice of our requesting money under your direct debit instructions will not be given. For **debit cards**, we usually start the debiting process on the **subscription day**. For direct debit mandates, we usually start the debiting process at least two days before the **subscription day**.
- 12.35 You can choose within certain limits when subscriptions will be debited from your **nominated bank account** and the **website** will set out a timetable for these subscriptions. These days will be the **subscription days**. If a **subscription day** is not a **working day**, the **scheduled subscriptions** will be collected on the next **working day**.

#### How do you allocate Scheduled Investments to my account?

12.36 For your **scheduled investments**, once we know the price of **investments** to be bought in accordance with your instructions, we will calculate the number of **investments** to be allocated to you and allocate them to you as soon as reasonably practicable after we have completed the **deal**.

#### What information will I receive about my Scheduled Investments?

12.37 Information about your **investments** and about transactions you have undertaken and matters such as your **subscription days** will only be available to you through the **website**.

## 13. Supplementary conditions for the online service

### Who can use the online service?

- 13.1 Our online service is available to UK residents only. If you are outside the UK you can only use our online service to view information or perform transactions on your accounts but not to open new accounts. If you want to use the service outside the UK you must check local regulations to make sure it is legal to do so.

### What rules apply to use of the online service?

- 13.2 If any of your accounts is a joint account, and more than one of you uses our online service, you must each use your own username, password and additional security details. We will send all e-mails to the e-mail address registered against the account. Either or both holders of a joint account will be able to view contract notes, statements and information electronically through our online service.
- 13.3 When you use our online service you must follow the instructions we give you from time to time. You are responsible for ensuring that your computer, mobile device, software and other equipment are capable of being used with our online service.
- 13.4 Our online service is secure. Disconnecting from the internet or leaving these sites will not automatically sign you off. You must always use the sign off facility when you are finished and never leave your computer/device unattended while you are signed in. As a security measure, if you have not used the site for more than a specified period of time we will ask you to sign in again.

### What rules apply to security?

- 13.5 Once you have registered with our online service you must provide us with identity details before we will allow you to use the services for the first time. You must enter your identity details immediately after signing in, so we can identify you.
- 13.6 Every time you use our online service you must give us your username, your password and the answer to an additional security question. You can change your username or password online by following the instructions on the screen. For administration or security reasons, we can require you to use a new username or change your password before you use (or carry on using) our online service.
- 13.7 You must not write down, store (whether encrypted or otherwise) on your computer or mobile device or, let anyone else know your password, identity details or additional

security details, and the fact that they are for use with your accounts.

- 13.8 If you think that someone else knows your password or any of your additional security details or has used any of them to use our online service, you must do the following:
- You must tell us as soon as you can by phoning the Helpdesk on 0845 604 6476;
  - For your password, change it online as soon as possible. If you have difficulty changing your password, you must phone the Helpdesk immediately. You can give the Helpdesk your username if you phone them to change your password;
  - For your additional security details, you will need to phone the Helpdesk on 0845 604 6476 immediately to change your additional security details.
- 13.9 We may give the police or any other relevant authority any information they need if we think it will help them find out if someone else is using your username, password or any of your additional security details.
- 13.10 We may stop your use of our online service if we believe that:
- your identity details are being used by someone else or we are otherwise concerned about the security of your account;
  - we suspect your account is being used in breach of these conditions in an unauthorised or fraudulent manner;
  - you are not keeping to these conditions or the conditions of any of your accounts.
- Where we stop the use of the online service under this condition 13.10 we will, if practical, notify you immediately before, or where we can not notify you immediately before, after stopping the use of the online service and inform you of our reasons for doing so unless it is unlawful for us to do so or it would compromise our reasonable security measures.
- 13.11 We may require you to provide one or more of the additional security details and/or enter your password again before we accept instructions about your account.
- 13.12 You must not tell anyone your password or additional security details. You can give the Helpdesk your username if you need help to change your password, username or additional security details.

### **What should you do if the online service is interrupted?**

13.13 If, at any point, the flow of information between us is interrupted (for example, your computer/mobile device crashes, you lose network connection or you can no longer access our website), and you are not certain whether a deal has been accepted or not, do not try to enter the deal again. Instead, please try to log onto our online service again and check your account details. If you cannot log on, or you are still uncertain about the deal, please telephone us on 0845 606 1188 and we will confirm the position.

### **What is the extent of your liability if you use the online service?**

- 13.14 You will not be responsible for your identity details being used:
- after you have reported that they might be used by someone else (unless it is used by you or on your behalf);
  - where we have failed to provide a notification process to you that they might be used by someone else (we provide this process through the telephone number specified in condition 13.8(a), unless this failure was due to our failure to provide the service because of strikes, power cuts, equipment not working or other causes beyond our reasonable control).
- 13.15 If you are a victim of fraud through our online service we guarantee that you won't lose any money on your accounts and will always be reimbursed in full.
- 13.16 Unless you are a victim of fraud, you are responsible for all instructions and other information sent using your username, password or additional security details.
- 13.17 You will not be held responsible for any instructions or information sent after you have told us that someone knows your password or additional security details or has used any of them to access our online service.
- 13.18 We do not accept responsibility for any loss you or anybody else may suffer because any instructions or information you send us are sent in error, fail to reach us or are distorted unless you have been the victim of fraud.
- 13.19 We do not accept responsibility for any loss you or anybody else may suffer because any instructions or information we send you fail to reach you or are distorted unless you have been a victim of fraud.

# Notes



# Bank on standby.

## Special requirements

We are committed to meeting the needs of all our customers. If you have a hearing or speech impairment, you can use Tynetalk whenever you contact us. If you are a Bank of Scotland online user you can also contact us using the 'Live Assistance' section shown on the share dealing homepage. For the visually impaired, we can provide documents in large print, Braille or in audio format. Alternatively if you are a Bank of Scotland online user you can select the text size you require online. Please contact **0845 606 1188** or call our textphone on **0845 604 2543**.

## Here to help

Our aim is to please – but we know that sometimes things go wrong. If you have a problem, we want to know. A member of staff will be happy to help either over the phone, by email or at a branch. A copy of our complaints procedure is available on request. If you need further help, call us on **0845 606 1188** or email us at **sharedealing@bankofscotland.co.uk**. Complaints we cannot settle may be referred to the Financial Ombudsman Service.

## Free booklets and information

We hope this brochure has been helpful. Our staff can give you more detailed information on our products and services. If you'd like more general information, the Financial Services Authority provides a range of free consumer booklets and factsheets, as well as a Consumer Helpline. To find out more, visit their website at **www.moneymadeclear.fsa.gov.uk** or call **0300 500 5000**.

The Financial Services Authority can only provide general information and cannot give specific advice or recommend any company's products, investigate individual complaints or contact firms on behalf of individuals.

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