Legal & General (Portfolio Management Services) Limited

Legal & General Cash ISA (Barclays) Terms and Conditions.

This is an important document. Please keep it safe for future reference. Please also read the key features document





1. Definitions

'Client Account' means a current or deposit account held in our name at a bank which holds only customers' money.

'Conditions' means these Terms and Conditions.

'FCA' means the Financial Conduct Authority or any other regulatory body which may assume its regulatory responsibilities from time to time.

'FCA Handbook' means the FCA Handbook of rules and guidance as amended from time to time.

'HMRC' means HM Revenue & Customs, the body which is responsible for collecting taxes.

'ISA' means your cash Individual Savings Account as defined by HMRC, which is deposited with Barclays Bank PLC originally held in the cash component of your maxi ISA.

'Legal & General Group Company' means any company which is a direct or indirect subsidiary of Legal & General Group PLC.

'Nominated Bank Account' is the bank account which you notify us to make withdrawal payments into. Your Nominated Bank Account must be a UK bank or building society account (held with a UK branch) of which you are a named holder. You can notify us of any changes to your Nominated Bank Account. If you fail to provide us with a Nominated Bank Account we may use the bank details of your initial investment as your Nominated Bank Account.

'Regulations' means the 'Individual Savings Account Regulations 1998' as amended from time to time.

'US Person' means in relation to the ISA any natural person resident in the United States or any estate of which any executor or administrator is a US Person.

'you' or **'your'** means the ISA holder, who contracts with us under these Conditions.

'we' or 'us' or 'our' means Legal & General (Portfolio Management Services) Limited, or State Street Bank and Trust Company, or such other entity, as is appointed to act as administrator of the Account.

These Conditions are governed by English law and govern your ISA. They replace any terms and conditions relating to your ISA which have applied before. If there are any differences between the Regulations and these Conditions, the Regulations will apply.

These Conditions are in addition to any conditions relating to other investments you may have with us or any other Legal & General Group Company.

2. New Investments

You may not make any new investments into your ISA.

3. Trust Arrangement

We act as your trustee in respect of your money held in the ISA until you withdraw your money and we have made payment to you. This means legally we own your money in the ISA, but you are the beneficial owner under this trust arrangement. You are therefore always entitled to the money in your ISA.

The fact we act as trustee in respect of your money in the ISA does not affect your ability to withdraw or transfer your ISA in accordance with these Conditions.

4. Conflicts of Interest

Conflicts of interest may arise between you and us; our employees; our associated companies; or our representatives. To ensure we treat investors consistently and fairly, we have a policy on how to identify and manage these conflicts throughout the time you hold your ISA with us.

A summary of our policy is detailed below. A copy of the full policy is available on request from the address in Clause 26.

We:

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

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

5. Information Provided

Statements

Every year we will send you a statement showing all the transactions in your ISA since the last statement. This will include any reclaimed tax credits and a valuation of your ISA.

Details of the exact statement dates are available on the statement or from us on request. Your statement can be used as proof you are invested in the ISA.

Contract notes

We will send you a contract note after you withdraw or transfer any money from your ISA. It will show the dealing date, the execution venue (which will always be Legal & General (Portfolio Management Services) Limited) and the value of the transaction.

6. Interest

Interest will be calculated daily on balances and credited annually without deduction of tax. Interest will be calculated on 31st July and paid on 1st August, but will take 6 business days to show in your ISA. The interest rate is a variable rate, please contact us using the details in Clause 26 for confirmation of the current rate paid. Until 31 December 2025 this rate will be no lower than 2% below the Bank of England base rate. From 1 January 2026 this rate will be no lower than 2.35% below the Bank of England base rate.

You will be notified 30 calendar days before any decrease in the interest rate. If the interest rate goes up we will apply the higher rate to your ISA once we have received notification from Barclays. We will notify you within 30 calendar days of the changes.

7. Charges

There are no charges on your ISA.

Charges may only be introduced or increased after at least 30 calendar days' notice being given to you.

If you are unhappy with any changes to your charges, you can transfer your ISA (see Clause 20) or close your ISA (see Clause 11).

8. Tax

Any interest earned on your ISA is paid tax-free under current UK tax regulations. The tax status of your ISA will depend on your personal circumstances. If your money is moved out of an ISA you will lose the tax benefits from that date. Please read the Key Features Document for more information or visit www.hmrc.gov.uk.

Disclosure of tax

Tax regulations require us to collect certain information about each investor's tax arrangements.

If you are a UK resident you authorise us to disclose all relevant information about you and your ISA to HMRC in connection with your tax responsibilities and in accordance with UK law.

If we have a reason to believe you are a resident for tax purposes outside of the UK you authorise us to share information about you and your ISA with relevant tax authorities, as prescribed by law.

ISA tax reclaims

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

9. Liabilities

We will treat you as a retail client for the purposes of FCA rules. This means you will receive the greatest level of regulatory protection available under those rules. Except as otherwise provided in these Conditions, we will be responsible to you for any loss, injury or damage suffered by you due to our negligence, default, or fraud, any material breach by us of these Conditions; or any failure, delay (that was within our control) or error by us, in carrying out your instructions.

We will not be liable to you for indirect or unforeseeable losses such as loss of business, loss of goodwill, loss of opportunity, loss of profit, or our failure to comply with these Conditions due to unforeseen circumstances beyond our reasonable control.

You will be responsible for any losses suffered by you and us if you act fraudulently or if you allow another person to use your security details for your ISA. You will also be responsible for any reasonable losses suffered by you and us as a result of your material breach of these Conditions or if you provide inaccurate or untrue information to us.

10. Financial Services Compensation Scheme (FSCS)

The FSCS is the UK's compensation fund for customers of authorised financial services firms.

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

You can find out more about the FSCS including amount and eligibility to claim in the Key Features Document and also by visiting www.fscs.org.uk or by calling 0800 678 1100.

11. Making Withdrawals and Closing Your Account

You may make full withdrawals or close your ISA by giving us written and signed instructions at the address in Clause 26, or instruction by any other method as agreed with us. If the withdrawal instruction received allows your ISA to fall below £10, we reserve the right to close your ISA at a later date.

For full withdrawals, interest will be calculated and paid from the last interest payment date up to the date of the withdrawal.

Once your instruction has been received, it cannot subsequently be changed or withdrawn. Faxed or emailed withdrawal instructions will only be accepted with our prior agreement. Where your instruction is provided by telephone we may ask you to sign a written confirmation of the instruction before we pay the proceeds to you.

Your instruction will be processed unless we need to:

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

We will make the withdrawal from your ISA no later than the next business day after your instruction has been received unless you tell us to withdraw your money at a later date. In any event such delayed withdrawal must take place within 30 calendar days of us receiving your withdrawal instructions.

To facilitate payment of the withdrawal proceeds, we will place the money into a Client Account on the business day following the withdrawal. From that date it is your money and is held and protected in the Client Account, it cannot be utilised by us for any other purpose. The money is retained in the Client Account until we are able to release the payment to you.

12. Withdrawal Payments

When:

- (a) you make a withdrawal;
- (b) you make a transfer to another ISA manager;
- (c) your ISA is closed for your protection; or
- (d) your account is closed following death;

payment will be made by BACS transfer to your Nominated Bank Account or your new ISA manager. It will normally be sent or transferred within one business day of the date of the withdrawal and if sent by BACS may take up to three to five business days to reach your Nominated Bank Account, new ISA manager or personal representatives. Payment can be made by cheque at your request and risk.

Payment to your Nominated Bank Account will mean that we are no longer liable in relation to the payment.

We may delay payment if we reasonably believe that we should delay a payment for your protection (such as to prevent fraud), or as required by law.

Where you haven't provided us with sufficient payment details, we will make reasonable effort to contact you and confirm them before any payment is made. Whilst we are waiting for any such query to be resolved, the proceeds will be held in a Client Account and no interest will be paid.

Where you close your ISA and ask for the residual funds to be paid to charity, any further tax credit, or unclaimed payment below £10 will be donated to Legal & General's nominated charity.

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

No interest will be earned between the withdrawal and the date any payment clears into your bank or building society account.

Individuals holding powers of attorney can either instruct payments to be made to your account or into a client money account they operate and if they have power to act on your behalf. Please see Clause 15 for how any money will be treated if, for whatever reason, we cannot pay you.

13. When We Can Close or Repair an ISA

In certain circumstances we may need to close your ISA. If we do need to close your ISA we will write to you and let you know, giving you at least 30 calendar days' prior written notice, except when the value of your ISA falls below £10 when you will not receive any prior notice.

Circumstances in which we may need to close your ISA include:

- (a) changes which mean that it is no longer permitted by the FCA, the FCA Handbook and/or the Regulations to continue to operate your ISA;
- (b) if you materially and continually fail to meet these Conditions or the Regulations;
- (c) if we are in breach of the Regulations;
- (d) if an Extraordinary Event occurs (as described in Clause 17);
- (e) if you notify us that you are or have become a US person, or if we discover that you are or have become a US person;
- (f) if Barclays Bank inform us they can no longer provide the variable rate account.

Void ISAs

If your ISA is identified by HMRC as void (as in no longer exempt from tax) under the Regulations, your ISA will lose its tax benefits unless HMRC allows the ISA to be repaired. We are only authorised to repair your ISA if HMRC allow us to do so.

If your ISA becomes void, unless you tell us otherwise, we will withdraw money to make any payment that HMRC may demand in relation to your ISA. The remaining money will be returned to you.

14. Procedure Following Death

From 6 April 2018, the income tax and capital gains tax advantages will continue to apply to funds held within ISAs. This means that if you die whilst holding an ISA your investment will remain invested until the earliest of:

- The administration of the estate is completed, or
- The account is closed, or
- Three years from the date of death.

After that, the ISA will automatically terminate in accordance with the Regulations and the tax benefit of an ISA will no longer apply to your Account. The ISA will then be closed, and the proceeds held in a non-interest-bearing client money account. Any income or gains arising during that period will be taxable in the hands of your estate.

15. Unclaimed Assets

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

We will send you an annual statement that will show any cash balances held in the Client Account. If, for whatever reason, payments made to you remain uncleared, for amounts over £10, we'll hold your money in a Client Account for a period of six years. During these six years we'll make reasonable efforts to contact you. After six years we'll no longer keep your money in a client account. However, should you wish to subsequently claim money, we will still pay what is due to you.

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

16. Changing the Conditions

We may make changes to these Conditions, including changes to charges as detailed in Clause 7, at any time by giving you at least 30 calendar days' prior written notice. If it is not possible in the circumstances to give you 30 days' notice because of a change in law or regulation, we will provide you with as much notice as possible.

We will only make changes for valid reasons, which include the following:

- (a) to make these Conditions clearer or more favourable to you;
- (b) to reflect legitimate increases or reductions in the cost of providing the ISA, which include;
 - (i) changes to the way we are taxed;
 - (ii) changes to the way you are taxed;
- (c) Extraordinary Events beyond our reasonable control which prevent or restrict us from doing what we say we will. These events are more particularly described in Clause 17;

- (d) to comply with applicable law, regulation, the judgment of any court, regulator, ombudsman or any regulatory guidance or codes;
- (e) to reflect a change in our corporate structure that doesn't have an unfavourable impact on your ISA but which does require us to make certain changes to these Conditions;
- (f) if we need to respond to changes in tax rates, interest rates or the costs of providing the ISA.

Any changes we make must be permitted under the Regulations and under the FCA Handbook. If you are unhappy with any such changes you can transfer your ISA (see Clause 20) or close your ISA (see Clause 11). We will not charge you to transfer or close your ISA.

17. Extraordinary Circumstances Adjustments and Disruption

We will perform our obligations set out in these Conditions unless a significant event beyond our reasonable control prevents or restricts our ability to do so. These events are described in these Conditions as "Extraordinary Events" and are defined in the remainder of this clause.

An Extraordinary Event means a significant event which is outside of our control. Such events include the following;

- · strikes, lockouts or other industrial action;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- restrictions imposed by legislation, regulation or other governmental initiatives that are not as a result of our misconduct;
- recession or significant economic collapse of a market, company or country;
- failure of external utilities (for example telecommunications networks or power) leading to unavoidable disruptions.

There may be other significant events outside our control that we are unable to anticipate.

If an Extraordinary Event occurs this may result in any payment due to you being disrupted, adjusted, reduced or delayed.

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

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

If such an event restricts or prevents our ability to perform our obligations set out in these Conditions, we will advise you as soon as we are reasonably able to do so and we will let you know how we intend to deal with it. How quickly we are able to notify you, may depend upon the severity of the event.

If the event continues for a period in excess of 60 calendar days we may make reasonable changes to these Conditions to try and overcome the problem. This may include closing your ISA. We will notify you before this happens and what options are available.

18. Transferring Our Duties

We may appoint agents to carry out our obligations in managing your ISA as long as this is allowed by the Regulations and the FCA Handbook.

We may appoint any person whether or not a Legal & General Group Company to advise on or perform any of our functions under these Conditions. We may provide information about you and your ISA to any such person. However, we will not appoint an agent or any other person unless we are satisfied that they are competent to perform such tasks. Our liability under these Conditions shall not be affected.

We may transfer to any Legal & General Group Company all or any of our rights and obligations under these Conditions. However, we will not do so unless we are satisfied that such company is competent to perform such tasks and will do so to a standard which is similar to the one that we have provided under these Conditions. We will notify you in writing 30 calendar days before any such transfer.

19. Processing Data and Providing Information to Others

The Legal & General Group of companies will hold and process information obtained about you as a result of you holding an ISA with us, either by computer or otherwise.

We will provide information to any person you permit in writing. These requests will only be answered on an individual basis.

20. Transferring Your ISA to another ISA Manager

You may, at any time, request us to transfer all or part of your ISA to another ISA manager in accordance with the Regulations relating to transfers. Please read the key features document for more information on ISA transfers. Your chosen new ISA manager will contact us to arrange the transfer. When you are transferring to a cash ISA, we will ensure that your money is transferred to your chosen new ISA manager within 15 business days. Where you are transferring to a stocks and shares ISA we will agree with the new ISA manager the timing of the transfer, subject to a reasonable business period (not exceeding 30 calendar days)

If the transfer means that the remaining value of your ISA would be less than £10 we will transfer the whole ISA. When we have received all the information we reasonably require, we will finalise the transfer, unless we are told otherwise. To facilitate your payment, we will place money into a Client Account on the business day following the transfer. From that date it is your money and is held and protected in the Client Account, and it cannot be utilised by us for any other purpose. The money is retained in the Client Account until we are able to release the payment to your new ISA manager.

21. Transferring an ISA from another ISA Manager

We don't accept transfers from other ISA managers into your ISA.

22. Regulators

We are authorised and regulated by the FCA. Our FCA registered number is 146786

23. Data Protection

Use of your information

Legal & General takes your privacy very seriously. We use the personal information collected and any other information that you provide to us ('your information') for the purposes of:

- providing you with our products and services and dealing with your enquiries and requests;
- · administering your ISA;
- carrying out market research, statistical analysis and customer profiling; and
- sending you marketing information (by post, telephone, email and SMS) about products and services of companies in the Legal & General Group and of third parties whose products and services Legal & General offers to its customers

If you prefer not to receive information from companies within the Legal & General Group or participate in research, simply tell us when you next call or write to us at TPM Opt Out, Legal & General, Legal & General House, St Monica's Road, Kingswood KT20 6EU.

Given the global nature of our business, we may need to transfer your information to countries outside the European Economic Area in order to provide our services to you.

Disclosures

We will disclose your information to other Legal & General Group Companies, regulatory bodies, law enforcement agencies, future owners of our business and suppliers we engage to process on our behalf. To protect you and us from financial crime, we may need to confirm your identity from time to time. We may do this by using reference agencies to search sources of information relating to you (an 'identity search'). This will not affect your credit rating. If this identity search fails, we may ask you for documents to confirm your identity. In certain circumstances, we may need to contact you to obtain more information regarding your ISA.

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

Access

You have the right to ask for a copy of your information. To obtain a copy of your information, please write to us at Legal & General Investments, PO Box 6080, Wolverhampton WV1 9RB.

If you have been dealing with a financial adviser, we will give them information about your ISA and, where appropriate, provide them with other information about your dealings with us to enable them to give informed advice.

Where you have been introduced to us by a bank or a building society, we will share your information with them to enable them to:

- (a) carry out market research, statistical analysis and customer profiling; and
- (b) send you marketing information about their products and services and products and services of companies in the Legal & General Group and of third parties whose products and services Legal & General offers to its customers.

If you prefer not to receive the information as described above, please tell us when you next call or write to us at Legal & General Investments, PO Box 6080, Wolverhampton WV1 9RB.

24. Complaints and Policies

We have a procedure for handling any complaints relating to the operation of your ISA. Details on how to make a complaint can be found at

www.legalandgeneral.com/existing-customers/making-a-complaint In the event you are not satisfied with the resolution of your complaint, you also have a right to complain directly to the Financial Ombudsman Service. Please read the key features

document for information on how to contact the Financial Ombudsman Service.

You can also request copies of the following polices by contacting us (see Clause 26)

- (a) investments held by overseas investors;
- (b) locating customers without an address;
- (c) charity Payments.

25. Informing us of Changes

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

Where we believe that your residency for tax purposes is affected we'll write to you to clarify your circumstances. You may be required to indicate all countries in which you are resident for tax purposes.

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

It is your responsibility to keep us informed if your Nominated Bank Account details change. You can instruct us at any time to change your Nominated Bank Account. Subject to completing any necessary checks, we will make this change, although payments due to be paid to you within that period may still be sent to your previous Nominated Bank Account.

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

26. Communications

We will only carry out instructions if they are from you or your authorised representatives. Any instruction given to us must be in writing and signed by you (or another method we agree with you) and should be sent to and will only become effective when received at one of the following addresses (as appropriate):

For postal instructions:

Legal & General Investments PO Box 6080 Wolverhampton WV1 9RB

For couriered instructions:

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

If we change the above addresses, we will provide you with the new details without delay.

We will carry out all instructions except:

- (a) where these Conditions have not been materially complied with by you on a number of occasions and continuously;
- (b) where we believe that the instructions are not able to be carried out; or
- (c) where the instructions are contrary to any law or rule or regulation.

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

For a complete list of our contact details please see www.landq.com



legalandgeneral.com



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

Authorised and regulated by the Financial Conduct Authority.

BCTCISA 10/14