

# HARTMOOR FTSE® 100 DEPOSIT GROWTH PLAN 5

May 2016

## SUBSCRIPTION DEADLINES

**1st July 2016** if you are transferring an existing ISA Investment

**8th July 2016** for all other investments

This document is for information only and is not a recommendation or financial advice.  
Before investing, you should read it in full and keep it in a safe place for future reference.

If you do not understand this document please ask your financial adviser or intermediary  
for further information.



**keyfacts**®

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To find out more, please see page 6 or visit [www.hartmoorfinancial.co.uk](http://www.hartmoorfinancial.co.uk).

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This document constitutes a financial promotion, and is issued and approved by Target Servicing Limited for the purposes of section 21 of the Financial Services and Markets Act 2000.

# Summary

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- ✦ This is a 6 year structured deposit
- ✦ If the FTSE® 100 closes at or above its starting level at maturity you will be paid a Return equal to 34% of your initial Deposit. If the FTSE® 100 closes below its Start Level, then you will receive back your initial Deposit only
- ✦ The Deposit Taker for this Plan is Aldermore Bank Plc. There is a risk that Aldermore Bank Plc may become insolvent, please see page 11 for more details

**Investing in this Plan involves taking certain risks, which you must understand and accept before investing (please see page 11 for more information).**

The Financial Conduct Authority is a financial services regulator. While they do not regulate this product, they do require us, Hartmoor Financial, to give you this important information to help you to decide whether our Plan is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

# Key Terms

This document contains a number of defined words and phrases which are explained below. You can recognise these in the document as they will start with capital letters and then refer back to this page if you need to check their meanings.

|                                   |   |
|-----------------------------------|---|
| <b>Plan:</b>                      | Hartmoor FTSE® 100 Deposit Growth Plan 5 May 2016   |
| <b>Term:</b>                      | 6 years   |
| <b>Underlying Index:</b>          | FTSE® 100   |
| <b>Deposit Taker:</b>             | Aldermore Bank Plc  |
| <b>Plan Manager:</b>              | Target Servicing Limited  |
| <b>Plan Provider:</b>             | Hartmoor Financial (a trading name of Target Servicing Limited)   |
| <b>Deposit:</b>                   | The amount of money that you invest in the Plan, less any fees that you ask the Plan Manager to pay your financial adviser or intermediary on your behalf   |
| <b>Return:</b>                    | If, on the Maturity Date, the FTSE® 100 closes at or above its Start Level, you will receive a Return equal to 34% of your original Deposit.<br>If the FTSE® 100 closes below its Start Level on the Maturity Date, you will receive no Return  |
| <b>Repayment of your Deposit:</b> | Your Deposit will be repaid in full when the Plan matures (please see Counterparty Risk on page 11)   |
| <b>Start Date:</b>                | 25th July 2016. This is the date on which your Plan starts, which is when the Start Level of the FTSE® 100 is recorded  |
| <b>Maturity Date:</b>             | 25th July 2022. This is the date on which the Plan ends, which is when the Final Level of the FTSE® 100 is recorded   |
| <b>Start Level:</b>               | The closing level of the FTSE® 100 on the Start Date  |
| <b>Final Level:</b>               | The closing level of the FTSE® 100 on the Maturity Date   |
| <b>Plan charge:</b>               | Hartmoor Financial charges you a fee to cover the marketing, administration and management of your Plan during its Term. The fee will be calculated when your Deposit is placed with the Deposit Taker and will be equivalent to no more than 2.5% of the Deposit that you invest. The fee will not be deducted directly from your Deposit. Instead, the fee is taken into account when calculating the potential return; applying the fee in this way reduces the potential return of the Plan (i.e. if a fee was not applied in this way, the potential return of the Plan would be higher) |
| <b>ISA:</b>                       | 'Individual Savings Account', commonly shortened to 'ISA'. For more information, please visit <a href="http://www.gov.uk/individual-savings-accounts/">www.gov.uk/individual-savings-accounts/</a>  |

# Target Market

We have designed this Plan for a specific target market, and to meet specific needs. Please read below to see if this Plan may be suitable for you.

- ✦ **You are looking for investment growth**
- ✦ **You are likely to have a conservative view on equity market growth, and do not expect a significant increase in the FTSE® 100**
- ✦ **You are looking to take Investment Risks, particularly risk associated with equities.** We expect that you will understand what the FTSE® 100 is, and the risks associated with investing in a product linked to that index (in particular, the risk that you receive no Return)
- ✦ **You are looking to protect your original Deposit.** Because the Plan protects your original Deposit against any falls in the FTSE® 100, you should be looking to preserve your money in exchange for accepting a potential return that is lower than the potential return of an alternative product that puts your investment at risk
- ✦ **You must be able to invest for 6 years**
- ✦ **You are looking to forego certainty of return.** You are looking to forego the fixed return that you could earn on alternative products (such as regular deposit accounts and fixed rate bonds) in order to have the potential to earn a higher return from this product

## Your commitment:

- ✦ You must expect to leave your money invested for the full 6 years
- ✦ You have at least £5,000 to invest in this Plan
- ✦ You understand how the product works and the risks and benefits associated with the product, including that the Return is not guaranteed
- ✦ You have carefully considered the key risks set out on page 11
- ✦ You have 14 days from receiving your cancellation notice to change your mind, please see the FAQs starting on page 14 for more details

# The Return and repayment of Deposit

## Return

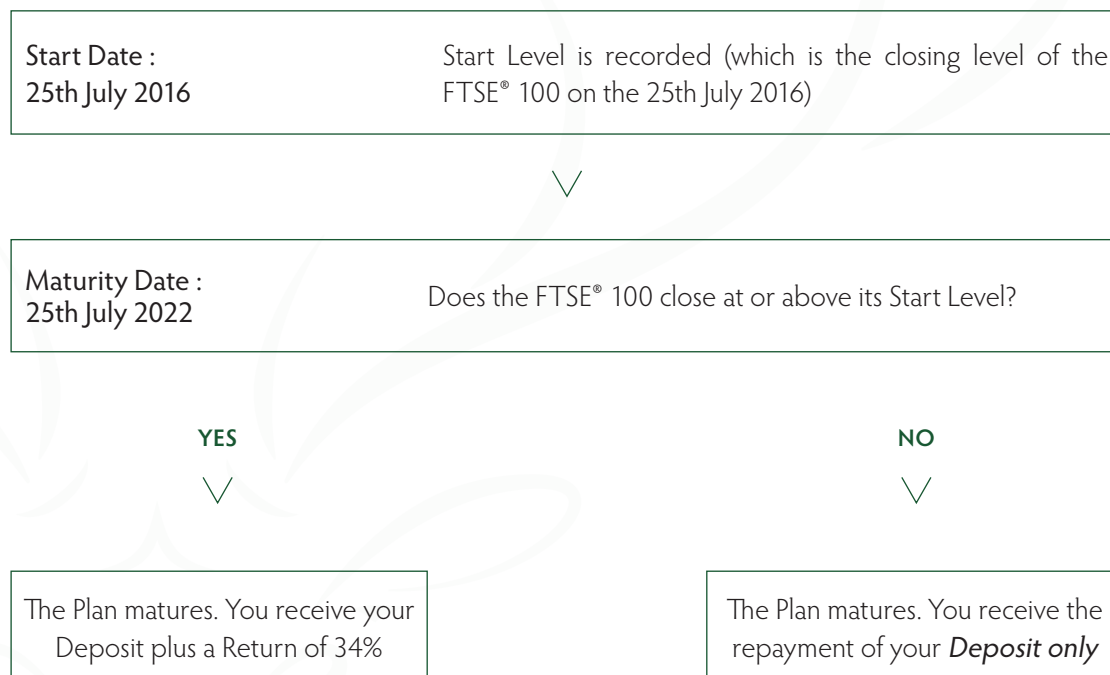
The Plan offers you the chance to receive a fixed Return when the Plan matures. If, on the Maturity Date, the FTSE® 100 closes at or above its Start Level, you will be paid a Return equal to 34% of your original Deposit.

If the FTSE® 100 closes below its Start Level on the Maturity Date you will receive no Return.

## Repayment of your Deposit

You will be repaid your original Deposit in full when the Plan matures.

The diagram below shows the different scenarios at maturity, and what Return you can expect in each scenario.



# Scenario analysis

This page shows you what you could achieve at maturity across a range of scenarios, based on a Deposit of £10,000. The minimum amount you could receive from the Plan is £10,000, which would happen if the FTSE® 100 closed below its Start Level on the Maturity Date.

These scenarios are provided for information only, and are not a forecast of the actual Return that you will achieve. The scenarios shown do not have an equal likelihood of occurring. **Please be aware that forecasts are not a reliable indicator of future performance.**

The Return shown is the gross Return, meaning that it is the Return you would receive before the deduction of any tax.

'AER' in the table below stands for 'Annual Equivalent Rate'. It shows you what the Return would be if it were paid as an annual interest rate from the Start Date to the point where the Plan matured, rather than just as a one-off payment at maturity.

| Final Level, as a % of Start Level | Gross Return | Repayment of Deposit | Gross Return plus Repayment of Deposit | AER   |
|------------------------------------|--------------|----------------------|--|-------|
| 200%                               | £3,400       | £10,000              | £13,400                                | 5.00% |
| 160%                               | £3,400       | £10,000              | £13,400                                | 5.00% |
| 120%                               | £3,400       | £10,000              | £13,400                                | 5.00% |
| 100%                               | £3,400       | £10,000              | £13,400                                | 5.00% |
| 95%                                | £0           | £10,000              | £10,000                                | 0.00% |
| 90%                                | £0           | £10,000              | £10,000                                | 0.00% |
| 80%                                | £0           | £10,000              | £10,000                                | 0.00% |
| 60%                                | £0           | £10,000              | £10,000                                | 0.00% |
| 40%                                | £0           | £10,000              | £10,000                                | 0.00% |
| 0%                                 | £0           | £10,000              | £10,000                                | 0.00% |

# About us

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Hartmoor Financial is a trading name of Target Servicing Limited. Target Servicing Limited is part of Target Group, one of the UK's longest standing servicing and software providers with over 630 employees. Over 50 major financial institutions across the UK, Australia and New Zealand rely on Target Group to help manage their lending, investment and insurance portfolios. Target Group has over 5 years' experience in the administration and servicing of structured products for a number of leading banks and product providers.

Hartmoor Financial and Target Servicing Limited have different roles in relation to this Plan:



[www.hartmoorfinancial.co.uk](http://www.hartmoorfinancial.co.uk)  
[@HartmoorUK](https://twitter.com/HartmoorUK)

**Hartmoor Financial is responsible for the design of the Plan and for the issue of this financial promotion.**

This means that we are responsible for making sure the Plan is designed to meet specific investor needs, distributing and marketing the Plan (including creating this financial promotion) as well as selecting the Deposit Taker for the Plan.



[www.targetservicing.com](http://www.targetservicing.com)

**If you decide to invest in the Plan, your Deposit will be managed and administered by Target Servicing Limited.** This means that any correspondence that you receive will come from them, and they should be your main point of contact for any queries you have in relation to your Plan. They will be responsible for processing your application, communicating with you and providing trustee and administration services.



# About the Deposit Taker

The Deposit Taker we have selected for your Plan is Aldermore Bank Plc. They are responsible for paying you your Deposit back and any Return due when the Plan matures.

Aldermore Bank Plc is an operating entity of Aldermore Group PLC. In March 2015, Aldermore Group PLC's shares (ALD.L) listed on the Main Market of the London Stock Exchange. Aldermore Bank Plc is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority and covered by the Financial Services Compensation Scheme. For further information please visit their website at [www.aldermore.co.uk](http://www.aldermore.co.uk).

## **WHY DID WE SELECT THIS COUNTERPARTY?**

Similar to ourselves, Aldermore is relatively new to the financial services industry, yet they have already been recognised for delivering award winning services to their customers. They are aligned to our approach and thinking around customer value and simplicity in service and offerings.

Aldermore raises deposits from small and medium sized enterprises (SMEs) and retail customers and lending to Britain's SMEs and homeowners. This approach has allowed them to grow quickly in the UK, and we feel that they are now establishing themselves as a leading customer focused bank.

## **WHY IS THE DEPOSIT TAKER IMPORTANT?**

There is the risk that Aldermore Bank Plc becomes insolvent, and is therefore unable to pay you any Return that is due, or even repay your original Deposit when the Plan matures. Before you invest in the Plan, you must therefore be confident that Aldermore Bank Plc will be able to make these payments to you. The risk that they are unable to make these payments is called 'counterparty risk'. Please see 'Counterparty Risk' on page 11.

The Plan is not endorsed, sponsored or otherwise promoted by Aldermore Bank plc or any of its affiliates. None of Aldermore Bank plc or its affiliates is responsible for the contents of this brochure and nothing in this document should be considered a representation or warranty by Aldermore Bank plc to any person regarding whether investing in the Plan is suitable or advisable for such a person. Neither Aldermore Bank plc, nor any of its affiliates, has provided advice, nor made any recommendation about investments or tax in relation to this Plan.

# How to invest

There are a number of different ways that you can invest in the Plan:

- ✦ Direct Investment
- ✦ Cash ISA investment for the 2016/17 tax year
- ✦ Transfer of an existing ISA
- ✦ Pension schemes, e.g. Self Invested Personal Pensions (SIPPs) or Small Self Administered Schemes (SSASs)
- ✦ Investments via Charities, Corporations and Trustees
- ✦ Investments via UK Clubs, Societies and Nominees
- ✦ Investments via Offshore Bonds

The minimum amount you can invest, as a lump sum investment, is £5,000, regardless of which investment option you choose. You must also be a UK resident (or a UK-registered company, charity or trustee)<sup>1</sup>. The Plan is not available to persons in the United States or to U.S. persons.

If you are making a Cash ISA investment, you should also note that:

- ✦ You cannot open more than one Cash ISA in each tax year
- ✦ You cannot invest more than £15,240 across a Stocks & Shares ISA, Cash ISA and an Innovative Finance ISA in each tax year (although there is no upper limit to the amount you can transfer from existing ISAs)

Only one Cash ISA, one Stocks and Shares ISA and one Innovative Finance ISA can be subscribed to in each tax year, as long as the combined amount does not exceed the total ISA allowance for that tax year.

## INVESTMENT DEADLINES

|                           |                                     |               |
|---------------------------|-------------------------------------|---------------|
| ISA transfer applications |                                     | 1st July 2016 |
| All other applications:   | If you are paying by cheque         | 8th July 2016 |
|                           | If you are paying via bank transfer | 8th July 2016 |

We must be in receipt of a completed Application Form and payment by the dates above and you must submit your Application Form via an authorised financial adviser or intermediary (this includes execution-only brokers, if applicable).

<sup>1</sup> Or someone who works for (or is married or in a civil partnership with someone who works for) the Crown overseas.

# Expected tax treatment of your Plan

How any Return you receive is taxed will depend on your individual circumstances and how you have invested:

- ♦ **If you invest directly into the Plan:** The Plan Manager will pay the Return to you gross. Your Return is likely to be subject to income tax. The actual amount of tax you need to pay will depend on your own circumstances, and this may be a significant amount if you are a higher rate taxpayer. It is your responsibility to declare any Return you receive from investing in this Plan on your personal tax return
- ♦ **If you invest via a Cash ISA (or transfer an existing ISA):** Returns from an ISA are currently free from income tax
- ♦ **If you invest via a pension wrapper (e.g. a SIPP or SSAS):** Returns paid in a pension wrapper are usually free from income tax

The taxation of any Return received by Charities, Corporates, UK Clubs, Societies, Offshore Bonds and Nominees will depend on the tax position of that organisation, however the Plan Manager will always pay the Return gross (i.e. before the deduction of any tax that might be due).

This information is based on our understanding of current tax legislation and practice and does not constitute tax advice. Changes to taxation may happen at any time in the future and could be applied retrospectively, meaning that this could impact your Deposit in the Plan. If at any point you require any advice on your tax position, you should seek independent advice.

For further information about UK tax, visit the HMRC website, [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

# Charges and fees

Hartmoor Financial charges you a fee to cover the marketing, administration and management of your Plan during its Term. The fee will be calculated when your Deposit is placed with the Deposit Taker and will be equivalent to no more than 2.5% of the Deposit that you invest. The fee will not be deducted directly from your Deposit. Instead, the fee is taken into account when calculating the potential return; applying the fee in this way reduces the potential return of the Plan (i.e. if a fee was not applied in this way, the potential return of the Plan would be higher).

Hartmoor Financial will receive an amount from the Deposit Taker equal to the value of the fee at the commencement of the Deposit. Hartmoor Financial will not receive any other amount in relation to the fee during the Term of, or at maturity of, the Deposit.

Hartmoor Financial does not apply any charges on maturity and there are no annual management or ongoing servicing charges. Any returns are based on the full amount you invest into the Plan.

The fee does not include any fees that you may owe to your financial adviser or intermediary in return for any investment advice or execution-only service that they have provided to you.

You must agree directly with your financial adviser or intermediary any charge that you will pay to them. You can then either pay it directly to them, or request that Hartmoor Financial facilitates the payment on your behalf. If you would like Hartmoor Financial to facilitate the payment of the charge, please complete the relevant selection on the Application Form. This will be deducted from your Subscription and will not form part of your Deposit or be taken into account when calculating any Returns due to you.

If you cancel your Plan before maturity in accordance with the Plan's rules (please see 'Can I close my Plan before it matures?' question on page 15), the fee (or a proportion of the fee, depending on when during the Plan's Term you cancel) will be deducted directly from your Deposit before it is returned to you. The amount of this deduction will be calculated by Hartmoor Financial and retained by the Deposit Taker.

In addition, the Deposit Taker may apply an early withdrawal adjustment to your Deposit, which will be calculated in a commercially reasonable manner. This early withdrawal adjustment will take into account any costs incurred or gains made by the Deposit Taker as a result of your early withdrawal. These costs/gains may include administration fees, hedging costs or the costs/gains associated with unwinding any derivative transactions entered into by the Deposit Taker in connection with generating the potential Return on your Deposit (or, in the event that the Deposit Taker elects not to unwind such derivative transactions, the costs/gains that the Deposit Taker would have incurred in unwinding such transactions, as calculated by the Deposit Taker in its discretion) among other things. The level of these costs or gains (and therefore the early withdrawal adjustment) may be influenced by the movement of a number of market factors, including, but not limited to, the performance of the FTSE® 100 (up to the point of cancellation and its expected performance up to the Plan maturity date), market volatility, interest rates prevailing at the time of your cancellation, the credit quality of the Deposit Taker at the time and liquidity. Other than through the early withdrawal adjustment (if any), you will not be eligible to receive the Return if you cancel the Plan prior to maturity in accordance with the Plan's rules. As a result, there is a risk that you will receive back significantly less than the amount of your original Deposit in the event of early cancellation. Any cancellation before maturity in accordance with the Plan's rules is at the discretion of the Deposit Taker, and the Deposit Taker is under no obligation to agree to your request to cancel your Plan. Please see "Early Withdrawal Risk" on page 11 for further details.

# Key risks

**COUNTERPARTY RISK** Any Return and the repayment of your Deposit depend on the Deposit Taker not defaulting. You may lose most, if not all, of your Deposit if the Deposit Taker went into liquidation. However, you may be able to claim compensation via the Financial Services Compensation Scheme ('FSCS') if this were the case, as described more fully on page 14.

**EARLY WITHDRAWAL RISK** You must be prepared to keep your money invested for the full Term and have other savings that you can access for emergencies. If you do need to cancel your Plan before it matures in accordance with the Plan rules, it may be possible for you to cancel in certain limited circumstances (please see 'Liquidity Risk' for further details). Any cancellation before maturity in accordance with the Plan's rules is at the discretion of the Deposit Taker, and the Deposit Taker is under no obligation to agree to your request to cancel your Plan. If you do cancel your Plan before it matures in accordance with the Plan's rules and the Deposit Taker determines that it will repay the Deposit, the fee (or a proportion of the fee, depending on when during the Plan's Term you cancel) will be deducted directly from your Deposit before it is returned to you. The amount of this deduction will be calculated by Hartmoor Financial and retained by the Deposit Taker. In addition, the Deposit Taker may apply an early withdrawal adjustment to your Deposit, which will be calculated in a commercially reasonable manner. You should note that the value of your Plan at the point of cancellation will depend on many factors, including (but not limited to) prevailing interest rates, the performance of the FTSE® 100 (up to the point of cancellation and its expected performance up to the Plan Maturity Date) and the credit quality of the Deposit Taker at the time. Other than through the early withdrawal adjustment (if any), you will not receive any amount reflecting the Return. Please see 'Charges and Fees' on page 10 for further details. As a result, there is a risk that you may receive back significantly less than the amount of your original Deposit in the event of early cancellation.

**LIQUIDITY RISK** The Deposit Taker and the Plan Manager do not expect to, and have no legal obligation to, offer you the chance to redeem your Plan early, except in the circumstances listed on page 15. In addition, the terms of your Plan mean that the Deposit Taker can delay, reduce or withhold payments to you in extraordinary circumstances (for example, a delay in receiving prices or other unexpected disruption events).

**INFLATION AND INTEREST RATE RISK** Any Return and repayment of your Deposit due to you under the Plan will remain at the levels specified in this document. They will not be adjusted for inflation or changes to interest rates over the Term. Any inflation will reduce the real value of any Return and repayment of your Deposit over time.

**INVESTMENT RISKS** The Return will not exceed the fixed amount stated in this document. If the FTSE® 100 increases in value significantly, you will not benefit from any performance above the fixed Return described. There is no guarantee that you will receive a Return.

The Return does not include any returns from dividend income or participation in certain corporate actions, as would be the case if you invested in the shares that make up the FTSE® 100 directly.

Large changes in the value of the FTSE® 100 on the Start Date and Maturity Date will affect the performance of your Plan, potentially adversely. You will not be able to hold the Plan beyond its stated maturity in the expectation of a recovery in the price of the FTSE® 100 Index Level. The Start Level of the FTSE® 100 is not known until the Start

Date. The closing level of the FTSE® 100 on the day you place your investment is irrelevant, and may be significantly different to the closing level on the Start Date.

External factors, such as geopolitical events, macro economic events and natural disasters, can have a major impact on the FTSE® 100 (and in extreme cases, the ability of the Deposit Taker to meet their obligations). These are likely to have an adverse impact on the value of the Plan. The impact of these factors is likely to have a greater effect if they occur closer to the Maturity Date.

**INDEX RISK** There may be instances where there is a fundamental change to the way in which the FTSE® 100 is calculated, or even instances where it is announced that the FTSE® 100 will no longer be published. This could result in the terms of the Plan changing, or the Plan being cancelled.

**PLAN CANCELLATION RISK** The Plan Manager reserves the right to cancel the launch of the Plan for any reason, but particularly if they do not receive sufficient Deposits to allow the Plan to go ahead. Equally, they may not be able to accept your Deposit if the Plan is oversubscribed at the time they receive your application. In either case, they will need to return your Deposit to you if they receive your application after they have made the decision to close the Plan. If they reject your application for one of these reasons, they will always repay your entire Deposit, however you may need to discuss with your financial adviser or intermediary whether you are entitled to a refund for any fee that you have paid to them, including any fee that you have asked the Plan Manager to pay them on your behalf.

# Could this product be right for you?

It is important that you understand the features of any financial product before you invest in it. The checklist below may help you decide whether this Plan meets your investment needs. Please note that neither Hartmoor Financial nor Target Servicing Limited provide investment advice, and you must apply via a financial adviser or intermediary if you wish to invest in this Plan.

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I understand how the Plan works, what Return I could receive and the risks involved with investing. I also believe that the Plan is appropriate for my personal circumstances. YES ☐ NO ☐

I am able to leave my money invested for the full Term and have access to other savings if needed for emergencies. YES ☐ NO ☐

I understand that the Return available is a fixed amount, and accept the risk that this may be less than I might receive from a direct investment in the FTSE® 100. I also accept that I might receive no Return at all. YES ☐ NO ☐

I understand that because the Plan protects my original Deposit against any falls in the FTSE® 100 the potential Return offered by the Plan may be less than other products available that do put an investment at risk. YES ☐ NO ☐

I do not need a regular income from my Plan. YES ☐ NO ☐

I accept that I will not know the Start Level of the FTSE® 100 until the Start Date, which is after my Deposit will be made. YES ☐ NO ☐

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**If you are able to say 'yes' to all the statements above, then the Plan may be suitable for you. You should still however confirm the suitability of this Plan for your needs by consulting a qualified financial adviser or intermediary. If you cannot agree to the statements above, another product might be more appropriate for your needs.**

# Frequently asked questions

**Do I need to see a financial intermediary?** You must see a financial intermediary to either obtain advice and assess the suitability of this Plan for you, or to complete an assessment of appropriateness, before investing money into our Plans. You should also speak with a specialist tax adviser if you require any advice on tax. If you do not already have access to a financial adviser or intermediary, there are various websites that you can use to search for one that meets your needs, including [www.unbiased.co.uk](http://www.unbiased.co.uk).

If you apply for the Plan without taking advice, the intermediary you use must assess the appropriateness of the Plan for you. This will help them to determine whether you have the necessary knowledge and experience to understand the risks associated with investing in the Plan.

**Where is my money held before the Start Date?** The Plan Manager will hold your money in a trust account at the Royal Bank of Scotland collectively with the money of other Depositors in the Plan. Similarly, once your Plan matures, the funds due will be held in the same way (i.e., in a trust account at the Royal Bank of Scotland) until they can return it to you. You will not receive any interest on any money held by the Plan Manager on your behalf before the Start Date or after the Maturity Date.

**What compensation arrangements are in place?** The Financial Services Compensation Scheme ("FSCS") is a fund set up to compensate holders of certain savings and investment products if the firm responsible stops trading or is in default, up to a given limit and subject to certain restrictions. The table below shows how much you might be able to claim in the event of a loss, depending on when the loss arises.

| When?                                    | Where is your money held?                                | What protection do you have?   |
|--|--|--|
| Before the Start Date                    | In a trust account at the Royal Bank of Scotland ("RBS") | If you suffer a loss, you may be eligible to claim compensation from the FSCS up to a limit of £75,000 per eligible investor and per firm (RBS)                |
| From the Start Date to the Maturity Date | In a deposit account with Aldermore Bank Plc             | If you suffer a loss, you may be eligible to claim compensation from the FSCS up to a limit of £75,000 per eligible investor and per firm (Aldermore Bank Plc) |
| After the Maturity Date                  | In a trust account at RBS                                | If you suffer a loss, you may be eligible to claim compensation from the FSCS up to a limit of £75,000 per eligible investor and per firm (RBS)                |

If the Plan Manager defaults at any point during the Plan in the event there is a shortfall in the monies held on your behalf with Aldermore Bank PLC, you will not be able to claim compensation from the FSCS in respect of that shortfall.

For more information about the compensation provided by the FSCS, please refer to the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) (in particular, [www.fscs.org.uk/what-we-cover/publications/](http://www.fscs.org.uk/what-we-cover/publications/)).



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**What happens if I change my mind?** You have the right to cancel your Plan within 14 days of receiving the acceptance letter and notice of your right to change your mind from the Plan Manager. If you do not exercise your right to cancel, your investment in the Plan will commence subject to the Terms and Conditions outlined in this document. You can exercise your right to cancel by writing to the Plan Manager at Target Servicing Limited, PO Box 900, Newport, NP20 9NN. If you have chosen to cancel your Plan the Plan Manager will return your Deposit (which is the amount you invested in the Plan minus any fee that you have asked the Plan Manager to pay your financial adviser or intermediary. You would need to contact your financial adviser or intermediary directly to repay this fee to you). You will usually receive the proceeds from cancelling your Plan within 15 business days of the Plan Manager receiving your cancellation notice, however this could be delayed if there is a delay in the Deposit Taker making the payment to them.

**What happens if the Plan is cancelled before the Plan Start Date?** Hartmoor Financial can decide to cancel the launch of the Plan before the Start Date. This could be for a number of reasons, including insufficient subscriptions or a change in market conditions that make it impossible to maintain the terms of the Plan. If this were to happen, you would be repaid your Subscription minus any fee you have asked the Plan Manager to pay your financial adviser or intermediary. You would have to contact them directly to repay this to you.

**Can I close my Plan before it matures?** The Plan is designed to be held until it matures, and it will not be possible for you to close your Plan early except upon your death or in exceptional circumstances (such as material financial hardship or severe illness). If you need to close your Plan early in these circumstances, you should send your signed instructions in writing to the Plan Manager and they will then redeem your Plan at the next possible dealing day (usually the next business day). You can download a template letter from our website, [www.hartmoorfinancial.co.uk](http://www.hartmoorfinancial.co.uk).

Please be aware that if you do redeem your Plan early, the value of your Plan may be less than your original Deposit, and will take into account any costs that the Plan Manager incurs in transacting this for you. These costs are affected by the level of the underlying index, market volatility, interest rates, dividends and liquidity among other market variables and may include a rebate of an element of the Plan Management Charge. You can call the Plan Manager on 0345 650 6225 if you require a fee valuation of your Plan at any point. Please note that the valuation will be accurate as of a certain date (which will be communicated to you at the time), and it may be different to the value of the Plan on the day that your Plan is sold.

The Plan Manager will not charge you a fee if you want to redeem your Plan before it matures. You will usually receive the proceeds 15 business days from the day your Plan is sold, however this could be delayed if there is a delay in the Deposit Taker making the payment to the Plan Manager.

**How will you keep me updated during the Term?** The Plan Manager will send you a welcome pack with cancellations rights after they receive your application followed by an opening statement shortly after the start of the Plan and then at least annually thereafter. It is important that you keep them up-to-date if your address changes. You can contact the Plan Manager by calling 0345 650 6225 or by writing to Target Servicing Limited, PO Box 900, Newport, NP20 9NN.

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**What is the FTSE® 100?** The FTSE® 100 is a commonly used benchmark for the UK stock market. It is made up of shares from the 100 largest companies that trade on the London Stock Exchange and includes shares from many well known companies such as BP PLC and Vodafone PLC. The FTSE® 100 is a 'price return' index, meaning that it only records the performance of share prices and does not take into account any dividends paid on those shares.

Levels for the FTSE® 100 are published throughout each day, and a closing price is also recorded for each day. These levels can be found on the London Stock Exchange's website at [www.londonstockexchange.com](http://www.londonstockexchange.com) and are widely quoted in national newspapers.

**How do I complain?** Any complaint about your Plan or the service you receive should be addressed to Target Servicing Limited in the first instance, by writing to Target Servicing Limited, PO Box 900, Newport, NP20 9NN or calling 0345 650 6225. If you are not satisfied with how the Plan Manager addresses your complaint, you can refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR (please visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for more information). A statement describing the complaints handling policy is available on request.

**What happens when the Plan matures?** The Plan Manager will contact you before the Maturity Date outlining the options available to you. As long as the Plan Manager receives your written instructions on what to do with your maturity proceeds, they expect to pay these to you within 15 working days of the Maturity Date. However this could be delayed if there is a delay in the Deposit Taker making the payment to them. If they do not receive any instructions from you after a reasonable time, they may decide to return your money by cheque to the last address they have on record for you. It is therefore very important that you keep the Plan Manager up-to date if your address changes. You will not earn any interest on your maturity proceeds whilst they are waiting to pay these to you.

**What happens if I die?** Once the Plan Manager receives the necessary documentation, your Plan will transfer to your personal representatives within seven working days. They will then have the discretion to terminate the Plan early or hold it until it matures. If you hold your Deposit jointly with your husband, wife or civil partner and your spouse passes away, the Plan will transfer automatically into your name. For other joint applications, if one of the joint holders passes away, the Plan will be administered in accordance with the instructions of that holder's personal representatives as part of their estate.

If your Deposit is held in an ISA, the ISA status of your Deposit will cease as of the date of your death. Your Plan will be transferred to a Direct Investment and will become part of your estate.

**What should I do if I have more questions?** It is important that you only invest in the Plan if you understand how it works, the risks involved with an investment and are comfortable that it is appropriate for your personal circumstances. You can either refer any questions to your financial adviser or intermediary, or contact the Plan Manager by calling 0345 650 6225 or emailing [servicing@targetgroup.com](mailto:servicing@targetgroup.com).

Please note that Hartmoor Financial and Target Servicing Limited will not be able to offer you any investment advice.

# Terms and Conditions

These are Target Servicing Limited's standard Terms and Conditions on which We intend to rely. For Your own benefit and protection, please read this document carefully. It contains important information about Your rights and obligations as well as limitations and exclusions that may apply to You. If there is anything that You do not understand please contact Your financial adviser or intermediary.

Words that are capitalised in these Terms and Conditions have a specific meaning, which is set out in condition 1 below. Words that We define in the singular form will also include the plural and vice versa. The headings in these Terms and Conditions are for convenience only and do not limit their scope. Your acceptance of these Terms and Conditions is signified by You signing the declaration on the Application Form.

## 1. Definitions

**Application Form** – the form that You must complete, for a Direct Account, Cash ISA or an investment from an offshore bond provider, pension fund, company or charity to be opened.

**Business, Charities and Pensions Account** – an investment in the Plan from a corporate, UK-registered charity or a SIPP or SSAS that is registered with and approved by HMRC.

**Business Day** – any day other than a Saturday, Sunday, bank holiday or other UK public holiday.

**Calculation Agent** - Hartmoor Financial (a trading name of Target Servicing Limited). The Calculation Agent will be responsible for determining the value of the Plan and therefore any returns that are due to You under the Terms and Conditions of the Plan.

**Cash ISA** - an investment in the Plan qualifying as a Cash ISA under the Regulations.

**Deposit Account** – either a Cash ISA, a Direct Account, an Offshore Bond Account or a Business, Charities and Pensions Account.

**Deposit** – the underlying cash-based deposit of the Plan, arranged to provide the repayment of Your Subscription (less any fees You have asked the Plan Manager to pay a financial adviser or intermediary on Your behalf).

**Deposit Taker** – Aldermore Bank Plc.

**Direct Account** – an investment in the Plan by a UK individual that does not qualify as a Cash ISA.

**Offshore Bond Account** – an investment in the Plan via an Offshore Bond.

**Plan** – the Hartmoor FTSE® 100 Deposit Growth Plan 5.

**Plan Manager** – Target Servicing Limited.

**Plan Objective** – the objective of securing the return described in the Plan brochure, to which these Terms and Conditions are attached.

**Regulations** – HM Revenue and Customs Regulations for Individual Savings Accounts as amended from time to time (the 'Regulations'). If there are any differences between the Regulations and these Terms and Conditions, the Regulations will apply.

**Rules** – The principles, rules and guidance issued by the FCA from time to time.

**Subscription** – the total amount(s) You pay to the Plan Manager, including any amount You have asked the Plan Manager to pay to meet any adviser charges outlined in condition 10b.

**Target Group** – the parent company of Hartmoor Financial and Target Servicing Limited and all affiliated companies.

**Trust Account** – An account that is managed by the Plan Manager for the benefit of You and other investors.

**We and Us or Our** – Target Servicing Limited and Hartmoor Financial or any other company within the Target Group to which Target Servicing Limited's rights and obligations under these Terms and Conditions are transferred from time to time.

**You, Your** – the Plan holder(s) named on the Application Form.

## 2. Your Application

a. The Plan Manager may accept a fully and correctly completed Application Form and Subscription from You under these Terms and Conditions. The Plan Manager has the right to reject an application for any number of reasons, including if You are not eligible to invest in the Plan, if We have not received the full Subscription indicated on Your form, or if information is missing or incomplete.

b. By signing the declaration on the Application Form, You confirm that the information You have provided is accurate and complete.

c. By completing the Application Form, You instruct the Plan Manager to place Your Subscription less any fees You have asked the Plan Manager to pay a financial adviser or intermediary on Your behalf with the Deposit Taker in an account that has been designed to provide the benefits of the Plan as described in the Plan brochure.

d. You must invest in a Cash ISA with Your own money or by transferring money from an existing Cash ISA or Stocks and Shares ISA, or an Innovative Finance ISA. The Plan Manager will usually arrange transfers of existing ISAs with the ISA Manager. These Terms and Conditions will apply to Your ISA transfer as soon as the Plan Manager has received the money.

e. Where the Plan Manager becomes aware that Your Cash ISA fails to satisfy the provisions of the Regulations they will notify You if by reason of any failure to satisfy the provisions of the Regulations, a Cash ISA has, or will, become void.

f. If the Plan Manager has to cancel or void Your Cash ISA under the Regulations, You authorise the Plan Manager to hold Your Deposit outside of a Cash ISA as a Direct Account. In this case the Terms and Conditions will continue to apply to Your Deposit as a Direct Account. If the Plan Manager has to void Your Cash ISA because You are not eligible to hold it the Plan Manager has the right to deduct any costs or expenses it has incurred.

## 3. Eligibility

a. If You are investing via a Direct Account, You are able to invest in the Plan if You are aged 18 or over and resident in the UK for tax purposes.

b. If You are investing in the Plan as a Cash ISA, You are able to invest in the Plan if You are aged 18 or over and are either:

- i. Resident in the UK for tax purposes;
- ii. Receive general earnings from overseas Crown employment subject to UK tax within the meaning given by section 28 of the Income Tax (Earnings and Pensions) Act 2003; or
- iii. Married to or in a civil partnership with a person who meets the criteria set out in section ii above.

c. If You are investing in the Plan as a Cash ISA, You must also have not subscribed, and must not subscribe, to another Cash ISA in the same tax year in which You are investing in this Plan, and You just also meet any other requirements under the Regulations enabling You to hold a Cash ISA.

d. If You are investing via a Businesses, Charities and Pensions Account, You must:

- i. Be duly incorporated, being both registered and resident for tax purposes in the UK or another jurisdiction (to be specified on the Application Form);
- ii. Have the necessary corporate power and authority to invest in the Plan;
- iii. Not be in breach of Your constitutional documents by investing in the Plan;
- iv. Not be acting as agent, nominee or trustee for any other person;
- v. Have the Application Form authorised and executed by an approved signatory, who must also sign the declaration that agrees that You will be bound by these Terms and Conditions which are enforceable under English Law;
- vi. Provide an up-to-date list of approved signatories; and
- vii. Agree to give the Plan Manager any relevant documentation and information that the Plan Manager asks for in support of Your application.

e. If You are a pension provider, You must also be a registered pension scheme under the Finance Act 2004 or be a pension scheme for which such registration has been applied.

f. If You are a charity, You must also be a charity which is validly registered with a UK charities regulator.

g. If You are an investing via an Offshore Bond Account, You are able to invest in the Plan if You are aged over 18 and are either:

- i. a non-UK tax resident individual
- ii. a non-UK tax resident corporate

h. You agree to promptly provide any additional documentary evidence that the Plan Manager may reasonably request to ascertain or confirm Your eligibility to invest in the Plan.

i. If there is a change in Your eligibility to invest in the Plan, such as a change in Your tax status or residency, or anything that makes the declarations on Your Application form invalid, You must notify the Plan Manager immediately. In such circumstances, or if the Plan Manager has reasonable grounds to believe that there has been a change in Your eligibility to invest in the Plan, the Plan Manager may, in its sole discretion, close Your Plan with immediate effect. Your Plan will be closed in accordance with the termination provisions set out in clause 14 of these Terms and Conditions.

#### 4. How the Plan Manager deals with Deposits

a. How the Plan Manager deals with Your Deposit will be according to these Terms and Conditions. However, the Plan Manager's involvement in dealing with Your Deposit is not regulated by the FCA.

b. Upon receipt of cleared funds, Your Deposit will be held in a Trust Account before the Plan Start Date. You will not receive any interest on money held on Your behalf from when the funds are cleared to the Start Date.

c. The amount(s) the Plan Manager places with the Deposit Taker on Your behalf will not exceed the amount of cash placed by You under the Plan Manager's control.

d. The Plan Manager will be acting as Your agent in arranging to place, or redeem, these Deposits.

e. When You invest in the Plan the relevant principal or nominal amount of Deposits will be allocated to You by the Plan Manager and will be held by the Plan Manager as bare trustee and You will be the beneficial owner of those Deposits allocated to You.

f. In the case of ISA transfers, once the transfer is complete the Plan Manager will not be able to accept any further payments from Your prior ISA manager (for example, previously unpaid dividend payments). If any such payments are received, these will be returned to Your prior ISA manager and it will be Your responsibility to arrange how to receive these payments with them directly.

g. If, for any reason, the Plan Manager is unable to place Deposits to fulfill the commitments set out in the Plan brochure, Your Deposit will be returned to You. You should discuss with Your financial adviser or intermediary whether You are entitled to a refund for any fees paid to them, as this is dependent on the terms agreed between You and them. You will need to arrange for Your financial adviser or intermediary to repay to You directly any such refund of fees.

h. In the event of the Deposit Taker being unable to meet its obligations to repay the amounts due, You may not receive the amounts Your Plan has been designed to pay and You could lose some, or all, of Your Subscription (after the deduction of fees) plus any returns to which You would otherwise be entitled. You may, however, be entitled to receive compensation for any losses You face under the Financial Services Compensation Scheme, subject to condition 21 of these Terms and Conditions.

i. You, or someone You nominate, can ask to see all entries in the Plan Manager's records relating to Your transactions at any time. The Plan Manager will maintain these records for at least six years after the transaction date.

j. The Plan Manager may use agents in connection with the services that the Plan Manager provides to You and may delegate any or all of its powers or duties to any delegate(s) of its choice in accordance with the Regulations. The Plan Manager will satisfy itself that any person to whom the Plan Manager delegates any of its functions or responsibilities is competent to carry out those functions and responsibilities. The Plan Manager shall take full responsibility for the actions and omissions of any such agent.

#### 5. Conflicts of Interest

a. The Plan Manager takes all reasonable steps to identify conflicts of interests between it, including its managers, employees and any person linked directly or indirectly to it, and any of its clients, and also between clients.

b. The Plan Manager's aim is to manage any such conflicts that do arise and ensure that all customers are treated fairly.

c. The Plan Manager has:

- ♦ Identified instances within its business where such conflicts are likely, or possible;
- ♦ Apportioned responsibility for conflict management to appropriate personnel;
- ♦ Formulated a policy to manage these conflicts;

- ♦ Ensured that all personnel are aware of the Plan Manager's policy on conflicts and are able to identify any potential conflicts and alert senior management accordingly; and
- ♦ Established a procedure for a regular flow of relevant management information for analysis.

The Plan Manager will regularly review the conflict policy to ensure that it is, and remains, suitable and appropriate for its business.

## 6. Your right to change Your mind

- You have the right to cancel Your Plan within 14 days of receiving the acceptance letter from the Plan Manager and a notice of Your right to change Your mind.
- You will be responsible for reclaiming any refund from Your financial adviser or intermediary for any adviser charge that the Plan Manager has paid on Your behalf.

## 7. Cash held

- You may invest into the Plan only in line with the published Terms and Conditions.
- All money belonging to clients is held in a Trust Account in the name of Target Servicing Limited pending their placing this with the Deposit Taker or following maturity or exceptionally, earlier redemption of the Deposits. This money will be kept separate from the funds belonging to the Plan Manager. The Plan Manager does not accept any liability for default by any bank or other financial institution holding funds under these Terms and Conditions. In the event of a default on repayment, any shortfall in clients' monies would be apportioned on a pro-rata basis between all investors in the Plan. In this instance, You may be entitled to compensation under the Financial Services Compensation Scheme (please refer to Condition 21 of these Terms and Conditions for further information).
- The Plan Manager will use Your Subscription less an adviser fee where applicable as described in Condition 10b to place the Deposits to be held in the Plan.
- At maturity, or exceptionally, earlier redemption of the Deposits, the Plan Manager will hold the proceeds in the Trust Account, pending reinvestment of the proceeds in a new Plan with Us; or the payment of the proceeds to You, or the transfer of the proceeds to a new ISA manager. Any proceeds held in the Trust Account, whether due to the Plan maturing or as a result of You redeeming Your Deposit early, will not generate any interest for You.

## 8. The Deposits

- You will be the beneficial owner of Your Deposit and of any cash held in the Plan.
- Your Deposit will be held in a Deposit Account in the name of the Plan Manager, with the Plan Manager acting as bare trustee. The Plan Manager will arrange on or before the Plan Start Date to open a Deposit Account(s) with the Deposit Taker.
- Although Your Subscription will be recorded and separately identified by the Plan Manager, Your entitlement may not be identifiable by separate documents or certificates of title from the entitlement of other investors. Your Deposit will be held in the relevant Deposit Account together with the Deposits from other investors of the same type. Each investor in a Cash ISA, Direct Account, Offshore Bond Account and a Businesses, Charities and Pensions Account, together with all other investors who own a Deposit in that Deposit Account, jointly and severally has recourse against the Plan Manager with respect to their Deposits and any cash held on their behalf in the Deposit Account. However please note that the Plan Manager does not accept any liability for default by any bank or other financial institution holding funds under these Terms and Conditions.

d. The Plan Manager may retire as trustee of each bare trust on giving one month's notice, whereupon it will appoint a new Plan Manager who will act as bare trustee. The new Plan Manager must be approved to act as an ISA manager by HMRC.

e. If the Plan Manager becomes insolvent, the Deposit Taker has the power to appoint a new bare trustee. The new Plan Manager must be approved to act as an ISA manager by HMRC.

f. If the trustee becomes a party other than the Plan Manager, the new trustee has the right but not the obligation to indemnify the Plan Manager and its employees out of the trust property (i.e. the Deposits and any cash held in the name of the trustee on Your behalf). This could result in a reduction in the sums held for Deposit Takers.

## 9. How Your Deposit is held

- Deposits cannot be held by You outside of the Plan. All interests in Your Plan will be, and must at all times remain, in Your beneficial ownership and are not transferrable or marketable. Your Plan must not be used as security for a loan. None of the interests may be lent to or deposited by way of collateral with any third party, nor may You create any charge or security over any interests. We may not lend any of Your interests to a third party, nor may We borrow against them as security. If the Plan Manager were to become insolvent, You might encounter delays in recovering the cash value of Your Deposits and there is an increased risk of loss.
- The Plan Manager will hold, or arrange for the safekeeping of, any certificate or other document issued which shows title to the Deposits. The Plan Manager will not lend documents of title to any other person and money may not be borrowed on Your behalf against the security of these documents.

## 10. Charges

- Hartmoor Financial charges you a fee to cover the marketing, administration and management of your Plan during its Term. The fee will be calculated when your Deposit is placed with the Deposit Taker and will be equivalent to no more than 2.5% of the Deposit that you invest. The fee will not be deducted directly from your Deposit. Instead, the fee is taken into account when calculating the potential return; applying the fee in this way reduces the potential return of the Plan (i.e. if a fee was not applied in this way, the potential return of the Plan would be higher).
- If You decide to pay any financial adviser or other intermediary charge from Your Plan You may instruct the Plan Manager to deduct and pay such fee from Your Subscription. In all cases the level of such charge must be agreed by You with Your financial adviser or intermediary. Any charge will be based on either an agreed percentage of the amount to be invested or an agreed cash amount in relation to the Plan. This charge will be deducted from Your Subscription, reducing the amount of money invested in the Plan by this amount. This must be confirmed by You at the time You agree to invest in the Plan. You are responsible for checking that the amount shown is correct. The Plan Manager will not be responsible for recovering any overpayment from or making up any underpayment to Your financial adviser or intermediary if the amount shown on the confirmation is not the amount You have agreed with Your financial adviser or intermediary.
- If you cancel your Plan before maturity in accordance with the Plan's rules, the fee (or a proportion of the fee, depending on when during the Plan's Term you cancel) will be deducted directly from your Deposit before it is returned to you. The amount of this deduction will be calculated by Hartmoor Financial and retained by the Deposit Taker. In addition, the Deposit Taker may apply an early withdrawal adjustment to your Deposit, which will be calculated in a commercially reasonable manner. This early withdrawal adjustment will take into account any costs incurred or gains made by the Deposit Taker as a result of your early withdrawal. These costs/gains may include administration fees, hedging costs or the costs/gains associated with unwinding any derivative transactions entered into by the Deposit Taker in connection with generating the potential Return on your



Deposit (or, in the event that the Deposit Taker elects not to unwind such derivative transactions, the costs/gains that the Deposit Taker would have incurred in unwinding such transactions, as calculated by the Deposit Taker in its discretion) among other things. The level of these costs or gains (and therefore the early withdrawal adjustment) may be influenced by the movement of a number of market factors, including, but not limited to, the performance of the FTSE® 100 (up to the point of cancellation and its expected performance up to the Plan maturity date), market volatility, interest rates prevailing at the time of your cancellation, the credit quality of the Deposit Taker at the time and liquidity. Other than through the early withdrawal adjustment (if any), you will not be eligible to receive the Return if you cancel the Plan prior to maturity in accordance with the Plan's rules. As a result, there is a risk that you will receive back significantly less than the amount of your original Deposit in the event of early cancellation. Any cancellation before maturity in accordance with the Plan's rules is at the discretion of the Deposit Taker, and the Deposit Taker is under no obligation to agree to your request to cancel your Plan.

### 11. Taxation

- a. If Your Plan is a Cash ISA and You live in the UK, You will not, under current tax rules, have to pay UK Income Tax on the profit from the Plan.
- b. If Your Plan is, or becomes, a Direct Account we will pay any Returns gross. You may, depending on Your circumstances, have to pay tax on any interest on any return You receive from redeeming the Plan. You will need to declare any returns You receive from Your Plan on Your annual tax return.
- c. The taxation information in this condition is based on Our understanding of current tax legislation, regulation and practice, which may change in the future and may be applied retrospectively. The tax treatment of Your Deposit will depend on Your personal circumstances.

### 12. Keeping You informed

- a. The Plan Manager will send You an acknowledgement of Your Application Form within five working days of receipt.
- b. The Plan Manager will send You an opening statement for Your Plan, shortly after the Deposits have been placed.
- c. The Plan Manager will give You an annual statement and indicative valuation of Your Plan. You may request to receive this information more frequently.
- d. Four to six weeks before the Deposits mature, the Plan Manager will contact You to explain the various options available to You at maturity of Your Plan
- e. You can contact the Plan Manager by telephone (by calling 0345 650 6225) or letter (by writing to Target Servicing Limited, PO Box 900, Newport, NP20 9NN) for any other information You want on the Plan.
- f. The Plan Manager will be able to provide You with information over the telephone after successful completion of its verification of identity procedures, which may include the need to provide personal information, from which the Plan Manager can identify You.
- g. The Plan Manager may provide all information and correspondence in electronic format via email and/or web services. The Plan Manager may also offer alternative media for information and correspondence from time to time.

### 13. Transfers

- a. You can elect to transfer Your Cash ISA to another ISA manager after the Maturity Date of the Plan. In this case, the receiving ISA manager should request the payment from the Plan Manager in writing and we will aim to process Your ISA transfer the following business day.

b. You are not permitted to transfer Your Cash ISA to another ISA manager before the Maturity Date of the Plan, except in exceptional circumstances (such as material financial hardship or severe illness). If these exceptional circumstances apply and You do transfer Your Cash ISA, the receiving ISA manager should request payment from the Plan Manager in writing. Upon receiving such a request from a receiving ISA manager, We will then carry out the redemption of the Deposits You hold as set out in conditions 14a and 14b.

### 14. Closing Your Plan

a. The Plan is designed to be held for its full term. Except upon your death or in exceptional circumstances (such as material financial hardship or severe illness), You will not be able to close Your Plan early. Any request to close Your Plan early is at the discretion of the Deposit Taker, and the Deposit Taker is under no obligation to agree to Your request to close Your Plan. If You do close Your Plan early, We will redeem Your Plan on the next possible business day, and We expect that it will take a further fifteen business days for Us to pay the proceeds to You. We have internal policies and procedures that We must adhere to when fulfilling Your instruction.

b. The value of Your Deposit will be dependent on many factors, including (but not limited to) interest rates, the performance of the FTSE® 100 (up to the point of cancellation and its expected performance up to the Plan maturity date) and the credit quality of the Deposit Taker. If you redeem Your Plan before maturity and the Deposit Taker determines that it will repay the Deposit, the fee (or a proportion of the fee) will be deducted directly from Your Deposit before it is returned to You. The amount of this deduction will be calculated by Hartmoor Financial and retained by the Deposit Taker. In addition, the Deposit Taker may apply an early withdrawal adjustment to Your Deposit, which will be calculated in a commercially reasonable manner. This early withdrawal adjustment will take into account any costs incurred or gains made by the Deposit Taker as a result of your early withdrawal. These costs/gains may include administration fees, hedging costs or the costs/gains associated with unwinding any derivative transactions entered into by the Deposit Taker in connection with generating the potential Return on your Deposit (or, in the event that the Deposit Taker elects not to unwind such derivative transactions, the costs/gains that the Deposit Taker would have incurred in unwinding such transactions, as calculated by the Deposit Taker in its discretion) that are incurred by the Deposit Taker as a result of Your early cancellation (among other things). The level of these costs or gains may be influenced by the movement of a number of market factors, including, but not limited to, the performance of the FTSE® 100 (up to the point of cancellation and its expected performance up to the Plan maturity date), market volatility, interest rates prevailing at the time of your cancellation, the credit quality of the Deposit Taker at the time and liquidity.

Other than through the early withdrawal adjustment (if any), you will not be eligible to receive the Return if you cancel your Plan prior to maturity in accordance with the Plan's rules. In the event of early cancellation, there is a risk that You may receive back significantly less than Your original Deposit. The Deposit Taker reserves the right to not fulfil redemption requests if market conditions or its corporate situation materially changes.

c. The Plan Manager may terminate Your Plan in the following circumstances:

- ♦ If it is not possible to administer the Plan in accordance with the necessary regulations, or if You are in breach of the regulations;
- ♦ If You fail to pay any money due; or
- ♦ If You are in breach of these Terms and Conditions and, following Our written notice to You to remedy the breach, You fail to do so within three months of such notice from Us.

In these circumstances, the Plan Manager will notify You in writing and in accordance with condition 25. This will not affect any transactions the Plan Manager has already started to carry out.

d. Once this agreement has ended, the Plan Manager will not carry out any transactions, except to allow the Plan Manager to pay the proceeds of the Deposits in accordance with Your instructions.

### 15. Death

a. If You die during the Term of the Plan, the Plan Manager will act on the instructions of Your personal representatives.

b. The Plan Manager will confirm the indicative value of the Deposits as of the date that they are notified of Your death and will advise Your personal representatives of its requirements.

c. If they elect to do so they are able to re-register the ownership of the Plan and hold it to the Maturity Date.

d. If Your Plan is a Cash ISA it will cease to be exempt from tax from the date of death.

e. If Your Plan is held jointly with Your husband, wife or civil partner, in the event of death of Your spouse the Plan will transfer automatically into Your name. For other joint applications, in the event of death of one of the joint holders, the Plan will be administered in accordance with the instructions of that holder's personal representatives as part of their estate.

### 16. Prevention of money laundering

a. Your financial adviser or intermediary has to verify Your identity for the purpose of anti-money laundering regulations and should have asked You for sight of various documents in order to fulfill this requirement. The Plan Manager is able to accept the verification provided by Your financial adviser or intermediary but does reserve the right to request additional information and/or documentation to satisfy its own anti-money laundering procedures.

b. The Plan Manager may carry out electronic checks on Your identity before the Plan Manager can accept an application from You or prior to redeeming Deposits on Your behalf. This is so that the Plan Manager can be sure that the Plan Manager is taking instructions only from the correct person. The check will be carried out using a reliable and reputable electronic database agency. This is not a credit check and will leave a different 'footprint' on Your electronic record to that left by a credit check. It will not affect Your credit rating.

c. This enables the Plan Manager to comply with the UK anti-money laundering regulations and is for Your protection. In completing an application You give the Plan Manager permission to obtain such information.

d. It might be necessary for the Plan Manager to ask You for, and for You to provide, more information as part of this process.

### 17. Providing information to the HM Revenue and Customs

a. You authorise the Plan Manager to give the HM Revenue and Customs and the Financial Conduct Authority all relevant details of Your investment, which they may reasonably ask for at any time.

b. Where the Plan Manager becomes aware of such information, the Plan Manager will tell You if Your Cash ISA has or will become invalid.

### 18. Communications and unwanted calls

a. The Plan Manager will communicate with You in writing, or via telephone, depending on which method is more appropriate for the circumstances. The Plan Manager will not telephone You for purposes of marketing new products, but may occasionally telephone for the purposes of customer research, ask You some customer research questions when You call Us or write to You with information on new offers, particularly when Your investment is maturing. Telephone calls may be recorded for security, training and monitoring purposes.

b. You give the Plan Manager permission to communicate by email or to phone You if the Plan Manager needs to do so but only at a reasonable hour.

c. The Plan Manager will always write and speak to You in English.

### 19. Liability

a. The Plan Manager will exercise due care and diligence in managing Your Plan. However, the Plan Manager will not be liable to You:

- ✦ for any default by any party with whom Your Deposits are deposited, or for any fraud, negligence or willful default on the part of any such depository or other third party;
- ✦ for any loss, depreciation or fluctuation in the value of the Deposits held within Your Plan, except as a result of fraud, negligence or willful default by the Plan Manager or its agents;
- ✦ if the Plan Manager cannot carry out its responsibilities because of circumstances beyond its reasonable control; or
- ✦ for the acts or omissions of any professional financial adviser or intermediary who arranged Your investment in the Plan.

b. The Plan Manager will exercise its authority under these Terms and Conditions in an appropriate way. However, whilst the Deposits will be structured with a view to meeting the Plan Objective, the Plan Manager is unable to (and does not) guarantee that the Plan Objective will be met. In particular, You acknowledge that Your entitlement under the Plan is dependent on the exact terms of issue of the Deposits. These may contain provisions allowing for:

- ✦ adjustments to the timing of calculation of entitlements; and
- ✦ the termination of the Deposits, including (without limitation) in circumstances where the Plan Manager is in default.

No provision in these Terms and Conditions will operate so as to exclude or limit the liability of the Plan Manager and/or the Deposit Taker to the extent that this would be prohibited by law or the FCA and PRA Rules.

c. The Plan Manager will not be liable or have any responsibility of any kind for any loss or damage You suffer as a result of any failure, interruption or delay in carrying out its obligations resulting from:

- ✦ Breakdown or failure of any telecommunications or computer service;
- ✦ Industrial disputes;
- ✦ Failure of other people to carry out their obligations;
- ✦ Acts of governments or international authorities;
- ✦ Any other event or circumstance that is not reasonably within its control.

d. The Plan Manager maintains insurance cover to indemnify clients against (among other things) any of its employees dishonestly using funds or Deposits or other qualifying investments.

e. Nothing in these Terms and Conditions will exclude, or restrict to an extent prohibited by the rules of the FCA, any duty or liability the Plan Manager may have under the regulatory system. Nothing in these Terms and Conditions will exclude any obligations the Plan Manager may have in common law.

### 20. Complaint Handling

a. You may complain to the Plan Manager about any aspect of Your dealings with the Plan Manager. Please refer to 'Frequently asked questions' for full details on how to complain, including Our contact information.

b. If You ask, the Plan Manager will send You written details of how the Plan Manager will deal with Your complaint.

c. If You are not satisfied with the way the Plan Manager has dealt with Your complaint You can complain to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. Tel: 0800 023 4567. Web: [www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/).

d. Making a complaint will not affect Your right to take legal action.

## 21. Access to the Financial Services Compensation Scheme

a. After the Start Date, in the event that the Deposit Taker fails to meet its obligations to pay to the Plan Manager the amount due from the Deposits You may be entitled to compensation from the Financial Services Compensation Scheme.

b. In the event that the bank holding Your Subscription (less any fees that You have asked Us to pay a financial adviser or intermediary on Your behalf) becomes insolvent while either holding Your money before the Start Date or holding Your maturity proceeds after the Maturity Date, You may be entitled to compensation from the Financial Services Compensation Scheme for any losses You incur.

c. You will not be entitled to compensation from the Financial Services Compensation Scheme in the event that the Plan Manager is unable to meet its obligations to You.

d. Your entitlement would depend on the type of business and the circumstances of the claim. For further information about the compensation provided by the FSCS, please refer to the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

## 22. Governing law

These Terms and Conditions will be governed by English law and will come into force when the Plan Manager receives Your signed Application Form for the Plan.

## 23. Enforcement

a. In the event that any of these Terms and Conditions is held to be unenforceable or illegal, in whole or in part, such part shall be deemed not to form part of these Terms and Conditions, but the enforceability of the remainder shall remain unaffected.

b. If the Plan Manager fails, or chooses not to, enforce any provision of these Terms and Conditions this will not constitute a waiver of its right to subsequently enforce such provision or any other provision of these Terms and Conditions.

## 24. Data Protection statement

a. The Plan Manager may hold personal and financial information on computer and manual systems and use this to handle and service Your Deposit and to put together statistics for assessment and analysis.

b. By ticking the relevant box on the Application Form, You are confirming that the Plan Manager may make Your personal and financial information available:

- ✦ To Your financial adviser or intermediary by email or other means, including a secure internet service;
- ✦ As the Plan Manager is obliged to under the requirements of any law, regulation or court order that the Plan Manager must follow;
- ✦ To You, if You ask, and in line with the Data Protection Act 1998;
- ✦ To transfer the data to third party service providers and agents;
- ✦ To transfer the data outside of the European Economic Area e.g. to a low cost processor or for IT back-up purposes;
- ✦ To use the data for fraud prevention and anti-money laundering purposes; and
- ✦ To any delegate or successor to some or all of its rights or obligations hereunder.

c. You should notify the Plan Manager of changes in Your data.

d. If You require a copy of the information the Plan Manager holds on You, You should write to the Plan Manager's Data Protection Officer.

## 25. Amendment to these Terms and Conditions

a. The Plan Manager may vary these Terms and Conditions from time to time by giving You at least one month's notice of such change. The Plan Manager will only make changes for good reason including but not limited to:

- ✦ Making them clearer and more favourable to You;
- ✦ Reflecting legitimate increases or reductions in the cost of providing the service to You;
- ✦ Providing for the introduction of new systems, services, changes in technology and products;
- ✦ Rectifying any mistakes that may be discovered in due course; and
- ✦ Reflecting a change of applicable law or regulation.

Any amendment that is made to reflect a change of applicable law or regulation may take effect immediately or otherwise as the Plan Manager may specify.

b. The Plan Manager may, without Your consent, assign, novate or transfer these Terms and Conditions or any of its rights and obligations under it to any of its affiliates or to any entity with which the Plan Manager is merged or to whom the Plan Manager transfers all or substantially all of the business carried out by the Plan Manager for the purposes of these Terms and Conditions. In the event of any such assignment, novation or transfer by the Plan Manager to another person, You agree that the Plan Manager may transfer any money belonging to You in the Trust Account to that person. In such circumstances:

- ✦ The sums transferred shall be held by the person to whom they are transferred on Your behalf; or
- ✦ The Plan Manager will exercise all due skill, care and diligence in assessing whether the person to whom the money in the Trust Account are transferred will apply adequate measures to protect these sums; and
- ✦ Any money in the Trust Account transferred shall be transferred on terms which require the other person to return the transferred sums to You as soon as practicable at Your request.

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## Notes

## Notes



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