

# PROMOTER'S NOTICE

All opinions expressed in our publications and on our website are those of Individual Savings Accounts Limited. This document should be read in conjunction with our non-advised terms of business.

## Group Structure and Approach

Individual Savings Accounts Limited is an 'information and discount broker' specialising in ISA investments. The company operates in association with The PEP Shop Limited, which pioneered the discount-marketing of PEPs in 1992.

Both companies are appointed representatives of Expatriate Advisory Services PLC who are regulated by the Financial Conduct Authority.

All companies are registered at, and operate from 16 High Street, Kegworth, Derby DE74 2DA.

Our approach is to provide information on investments, funds and products rather than advice to individuals. This service is governed by the direct offer advertisement rule (where clients purchase an investment which we have promoted in our literature). Alternatively, if a client requests us to arrange the execution of an investment which they have researched and selected themselves, this is deemed to be 'execution-only'. ISA Ltd also introduces clients to platform providers who will then arrange deals as instructed by the client. Platform and product providers are responsible for safeguarding and administering investments.

In this way we eliminate both the time and expense associated with "personalised" advice, whilst ensuring that our marketing is uncompromised and unbiased. We also aim to provide ongoing information and guidance via our publications, website and telephone services, depending on an investor's individual preference.

## Remuneration Declaration

In our capacity as an 'information and discount broker' we aim to provide investors with access to a wide range of funds at the lowest cost. With over £1½billion in assets under administration we will be using our size to negotiate with both the fund managers and the fund supermarkets the best possible discounts and passing on these savings to you, the investor. This enables you to receive the maximum discount on each fund you purchase, resulting in no initial charge.

As a client of ISA Ltd you pay only two charges:

A significantly reduced fund management charge (starting at 0.09%) for your selected funds.

A maximum annual administration charge of 0.67%; this is made up of two parts, Platform charges of up to 0.20% and ISA Ltd charges of up to 0.47%.

There are no initial charges and no switching charges.

Our sole means of remuneration will, therefore, be a maximum of 0.47% p.a. of the value of your investment. For example if your fund is worth £7,620, we would receive £35.81 per annum. If it is worth £15,240 we would receive £71.63 per annum.

## Restrictions and Regulations

The information contained in our publications and our website is designed to provide investors with information and guidance to allow them to make their own investment decisions. If you require further information in respect of any of the products mentioned then please telephone us (01509 670918). Please be aware, however, that we cannot offer personal advice under our direct offer terms and conditions.

If you are uncertain as to the suitability of any product offered, you may want to seek professional advice regarding the suitability of the products for your circumstances.

Cancellation rights are not applicable to applications made via ISA Ltd under the direct offer rules.

Stocks and shares Individual Savings Accounts are long-term investments, and are not designed for short term investments. The price and value of investments, and the income from them, may fluctuate or fall. You may get back less than you invested. Past performance is not necessarily a guide to the future performance. Yields and growth are variable, and any values quoted are historic and cannot be guaranteed.

Tax treatment depends on your individual circumstances and may be subject to changes in legislation. If in any doubt, please consult a tax accountant or financial adviser.

The value of any tax relief conferred by ISAs and PEPs is dependant on the investor's personal circumstances and tax position. Levels, bases of, and relief from taxation are all subject to legislative change. The 10% dividend tax credit ceased to be available in April 2004 (but not the freedom from taxation on capital gains or gross interest).

Where investment management companies have, in recent years, adopted the OEIC system, any long-term performance statistics quoted represent the unit trust return (up to the date when the funds ceased to be operated as unit trusts) and the OEIC return thereafter. Unit trust statistics are in all cases quoted in accordance with the guidelines of the FCA, and the OEIC returns are quoted to reflect a similar position.

Before proceeding to make an investment or view your account it is important that you read our Terms and Conditions, and the Key Investor Information Documents, for the funds which you are considering. If you have any questions relating to these, please contact us.

Our publications and website are produced by Individual Savings Accounts Limited who are authorised representatives of Expatriate Advisory Services PLC, and are regulated by the Financial Conduct Authority. Our FCA authorisation references are 125686 and 188474.

November 2019

# Non-Advised Terms of Business

**You should use the following information to decide if our services are right for you before investing or accessing your account online. By investing through ISA Ltd you benefit from the discounts available and services provided and accept our terms of business as set out below.**

Individual Savings Accounts Ltd (ISA Ltd) and the PEP Shop Ltd are appointed representative of Expatriate Advisory Services PLC, who are authorised and regulated by the Financial Conduct Authority (FCA). All companies are registered at 16 High Street, Kegworth, Derby, DE74 2DA. Our FCA reference number is 125686 and this information can be checked on the FCA website [www.fca.org.uk](http://www.fca.org.uk) or by contacting 0845 6069966.

We are bound by the rules of the FCA in respect of any advice and arranging ISAs and other collective investments and we will categorise you as a “retail client”.

The service we provide is, in the main, governed by the “direct offer” advertisement rule (where clients purchase an investment which we have promoted in our literature). Alternatively if a client requests us to arrange the execution of an investment which he/she has independently researched and selected, this is deemed to be “execution only”. ISA Ltd does not give any advice nor exercise any judgement on the client's behalf as to the merits or suitability of the transaction for the client and ISA Ltd has no intention of providing any advice.

Cancellation rights are not applicable to applications made via ISA Ltd under the direct offer rules.

We act in a capacity of agents and intermediaries only, and do not engage in discretionary management of any kind. Accordingly, all clients must give us instructions online or in writing when placing, selling or switching investments. Our authority to act as your agent or intermediary may be terminated at any time upon receipt of your written request, without cost.

All application forms, contract notes, cheques, certificates or documents of title may be sent by post and shall be at the client's risk.

**WE DO NOT HANDLE CLIENT MONEY.** Accordingly, all cheques must be payable to the investment managers concerned, and not to ourselves. If we receive a cheque (for investment) which has been mistakenly made out to ourselves we will return it to you for reissue.

Investing in ISAs are subject to HMRC rules on maximum contributions. It is the investor's responsibility to ensure that he knows, and complies with, these rules. Should an investor (advertently or otherwise) exceed the allowable contribution limits then we accept no responsibility for any consequential loss. At regular intervals you will receive from the ISA managers a portfolio valuation which itemises all capital and income aspects for the relevant period.

## **Costs and Charges**

You pay ISA Ltd an Ongoing Charge of 0.47% per annum on the value of your investments. For the purpose of paying these charges, you authorise and instruct Cofunds to sell unit/shares or deduct monies from a Cash Account in accordance with their Client Terms. You understand that Cofunds will receive money from such sale, deduction or redemption as agent for ISA Ltd, and that such money will become irrevocably due and payable to ISA Ltd on receipt by Cofunds, to satisfy the charges. You understand that your liability to ISA Ltd in relation to the charge will be discharged on receipt of the money by Cofunds as ISA Ltd's agent. We may vary the fees and costs of our services from time to time or introduce a new charge. Any charge, or new charge, will be proportionate to the costs we incur and with a view to the market rates. You will be notified in writing before any changes are introduced.

### **Use of Personal Information**

To prevent or detect fraud or to assist in verifying your identity we may make searches at a credit reference agency.

We may process any personal data (as defined by the Data Protection Act 1998) provided by you in connection with the service we provide. Your personal data includes any information which we hold now, or in the future, which comes from, or relates to application forms or other dealings with us such as a credit reference check. We may also use your personal data for security, proving identification and detecting money laundering or other fraud, for which purposes we may also pass your personal data to third parties.

Records of business transactions are kept by ourselves for six years. You, or your agent, may inspect contract notes, vouchers and entries in books (whether kept manually or electronically), subject to 7 days notice.

### **Conflict of Interest**

We have implemented a conflicts of interest policy to ensure fair treatment of our clients under which we will not carry out transactions for clients in the products of companies or business entities in which Individual Savings Accounts Ltd or any director or employee or one of its other clients has a known significant personal interest unless that interest is first disclosed. This policy shall not apply to personal holdings of directors and staff in investments transacted by Individual Savings Accounts Ltd in the normal course of business.

### **Complaints**

Should you have any complaints, in respect of the service you have received, these should be directed, in writing to:

The Compliance Officer at 16 High Street, Kegworth, Derby DE74 2DA (Tel: 01509 670918).

### **Financial Ombudsman Service**

Should the matter not be resolved to your satisfaction, you can then contact:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR (Tel: 0800 023 4567 or [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

As required by the FCA, we maintain Professional Indemnity Insurance for the protection of our clients, in the event of negligence by an employee.

### **Financial Services Compensation Scheme**

If you make a valid claim against us in respect of any investments we have arranged for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. The Scheme can provide compensation up to £50,000. Further details can be obtained from Financial Services Compensation Scheme, 10th Floor, Beaumont House, 15 St Botolph Street, EC3A 7QU (Tel: 0800 678 1100 or [www.fscs.org.uk](http://www.fscs.org.uk)).

These terms and conditions may not be varied except by prior written consent of the client and ISA Ltd.

These terms and conditions are governed by English Law and subject to the jurisdiction of the English Courts.

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