

## TABLE OF CONTENTS

1. Introduction	1	6. Transferring to or from your Stocks and Shares ISA	2
2. Provision of services	1	7. Charges	3
3. Opening a Stocks and Shares ISA	1	8. Tax	3
4. Investing in your Stocks and Shares ISA	2	9. Closing your Stocks and Shares ISA	3
5. Instruments	2	10. Definitions and interpretation	3

## 1. INTRODUCTION

(1) These ISA Terms are between you, the client, and us, IG Markets Limited, as the account manager for your Stocks and Shares ISA ("**Stocks and Shares ISA**"). In these ISA Terms we may refer to ourselves as '**we**', '**us**', '**our**', '**ours**' and '**ourselves**' as appropriate. Similarly, you, the client may be referred to as '**you**', '**your**', '**yours**' and '**yourself**' as appropriate. These ISA Terms will govern all Instructions to Deal or Instructions to Invest received from you, all Transactions entered into by us on your behalf and the custody of Instruments bought on your behalf or transferred to us on your behalf in relation to your Stocks and Shares ISA pursuant to the Share Dealing Customer Agreement and the Smart Portfolio Customer Agreement (as applicable).

(2) We are authorised and regulated by the Financial Conduct Authority (the 'FCA' (registration number 195355)) for the conduct of investment business. The FCA's registered address is 25 The North Colonnade, London E14 5HS. Our registered address is Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA. Our contact details are: 0800 195 8009 (+44 20 7896 0011) and helpdesk.uk@ig.com. IG Markets Limited is a member firm of the London Stock Exchange.

(3) **Your attention is drawn in particular to those Terms that are highlighted in bold and to Terms 2 (Provision of Services), 4(7) and 5 (Instruments).**

(4) Your Stocks and Shares ISA may, at your discretion, comprise of two elements: a Share Dealing Service and/or a Smart Portfolio Service. Your relationship with us in relation to your Stocks and Shares ISA will therefore be governed in accordance with the following documents:

(a) in relation to our Share Dealing Service: (i) the ISA Regulations; (ii) these ISA Terms; and (iii) the Share Dealing Customer Agreement, and

(b) in relation to our Smart Portfolio Service: (i) the ISA Regulations; (ii) these ISA Terms; and (iii) the Smart Portfolio Customer Agreement.

(5) In these ISA Terms, certain words and expressions have the meanings set out in Term 10 and, if not defined in Term 10, will have the meanings set out in Term 27 of the Share Dealing Customer Agreement and/or Term 27 of the Smart Portfolio Customer Agreement (as applicable).

(6) The Share Dealing Customer Agreement and the Smart Portfolio Customer Agreement are incorporated into these ISA Terms and form part of your relationship with us in respect of your Stocks and Shares ISA. Accordingly, these ISA Terms should be read in conjunction with the Share Dealing Customer Agreement and the Smart Portfolio Customer Agreement. These ISA Terms, the Share Dealing Customer Agreement and the Smart Portfolio Customer Agreement contain the entire understanding between the parties in relation to the dealing services we offer through your Stocks and Shares ISA.

(7) Terms 7, 11(1), 11(2), 19(2), 29(2) and 29(3) of the Share Dealing Customer Agreement and Terms 16.2, 19.3, 19.5, 27.2 and 27.3 of the Smart Portfolio Customer Agreement are specifically excluded from these ISA Terms. Unless otherwise stated, or inconsistent with these ISA Terms or the ISA Regulations, any Term of the Share Dealing Customer Agreement or the Smart Portfolio Customer Agreement (as applicable) which may be read to apply to these ISA Terms, will apply to these ISA Terms. If there is any inconsistency between these ISA Terms and either the Share Dealing Customer Agreement or the Smart Portfolio Customer Agreement, these ISA Terms will take precedence.

(8) These ISA Terms will come into effect on the day we open your Stocks and Shares ISA, and, for any new versions thereafter, on the date we notify you. These ISA Terms are supplied to you in English and we will communicate with you in English for the duration of these ISA Terms. For the avoidance of doubt these ISA Terms supersede and replace any previous agreements in force in relation to any stocks and shares ISA.

(9) You will supply us with all information that we reasonably request for the purposes of managing and administering your Stocks and Shares ISA and complying with our obligations under these ISA Terms, the Share Dealing Customer Agreement, the Smart Portfolio Customer Agreement and the ISA Regulations.

## 2. PROVISION OF SERVICES

(1) In relation to our Share Dealing Service, dealings with you will be carried out by us on an execution-only basis in accordance with Term 2(4) of the Share Dealing Customer Agreement, and you agree that, unless otherwise provided in these ISA Terms or the Share Dealing Customer Agreement, we are under no obligation:

(a) to satisfy ourselves as to the suitability of any Instrument, Instruction to Deal or Transaction for you;

(b) to monitor or advise you on the status of any Instruction to Deal;

(c) to monitor or advise you of the status of Instruments held by us on your behalf; or

(d) (except where the Applicable Regulations require) to cancel any Instructions to Deal, or sell any Instruments you have purchased and that we hold on your behalf, notwithstanding that previously we may have given such advice or taken such action in relation to that Instrument or another.

(2) In relation to our Smart Portfolio Service, dealings with you will be carried out in accordance with Terms 2.1 to 2.9 of the Smart Portfolio Customer Agreement and you agree that unless provided for in these ISA Terms or the Smart Portfolio Customer Agreement we are under no obligation:

(a) to satisfy ourselves as to the suitability of any Instrument, Instruction to Invest or Transaction for you;

(b) to monitor or advise you on the status of any Instruction to Invest;

(c) to monitor or advise you of the status of Instruments held by us on your behalf; or

(d) (except where the Applicable Regulations require) to cancel any Instructions to Invest, or sell any Instruments you have purchased and that we hold on your behalf, notwithstanding that previously we may have given such advice or taken such action in relation to that Instrument or another.

(3) Subject to Term 2(4) of these ISA Terms and as stated in Term 2(5) of the Share Dealing Customer Agreement, we are not providing you with any investment, legal, regulatory or other form of advice. You are required to rely on your own judgement in providing us with an Instruction to Deal or Instruction to Invest. You are not entitled to ask us to provide you with investment advice or a statement of opinion relating to an Instruction to Deal, Instruction to Invest, Instrument or Transaction. You are not entitled to ask us to provide you with any statement that would encourage you to enter into an Instruction to Deal, Instruction to Invest, Instrument or Transaction. You may wish to seek independent advice in relation to any Transaction you propose to enter into in relation to your Stocks and Shares ISA.

(4) As part of our Smart Portfolio Service, we may provide you with an Advice Service in accordance with terms 2.2 to 2.4 inclusive of the Smart Portfolio Customer Agreement.

## 3. OPENING A STOCKS AND SHARES ISA

(1) To open a new Stocks and Shares ISA with us, you must complete and return our Stocks and Shares ISA application form.

(2) You must provide us with all the information requested in the application form. Any failure to provide us with the relevant information will result in a delay in processing your application. If your application form is not completed in full, we will not open your Stocks and Shares ISA until you have provided us with all missing details. You must supply us with all missing details within 30 calendar days of request.

(3) To transfer an existing ISA to us, you must complete and return a transfer form. If you have not already opened a Stocks and Shares ISA with us, you must complete and return a transfer form and an application form.

(4) You must provide us with all the information requested in the transfer form, and the details must match those on file with the ISA provider from whom you wish to transfer. Any failure to provide us with the relevant information or failure to match the details on file with your previous ISA provider will result in a delay in processing your application and may mean that your application is rejected.

### 3. OPENING A STOCKS AND SHARES ISA (CONTINUED)

(5) We reserve the right to refuse your application, your transfer, and/or both your application and transfer:

- (a) without reason;
- (b) if we believe that any information provided by you is false or incorrect;
- (c) if we believe that you are not eligible for a Stocks and Shares ISA; or
- (d) if we believe that you are not eligible to transfer an existing ISA to us.

(6) Once your application has been accepted by us, and your Stocks and Shares ISA has been opened, you may:

- (a) invest in your Stocks and Shares ISA by either purchasing or transferring Instruments into your account in accordance with the Share Dealing Customer Agreement or the Smart Portfolio Customer Agreement;
- (b) transfer funds directly from another account you have with us to your Stocks and Shares ISA; and/or
- (c) make cash subscriptions to your Stocks and Shares ISA with the intention of using them to purchase Instruments.

(7) You may only open a Stocks and Shares ISA:

- (a) in your own name; and
- (b) if you are a natural person.

(8) In accordance with the ISA Regulations, you may not open a joint Stocks and Shares ISA.

(9) When you subscribe to a Stocks and Shares ISA, if the ISA Regulations permit us to merge the assets you hold in an ISA account with another provider with those in your Stocks and Shares ISA (whether purely for administrative purposes or otherwise), then these ISA Terms will apply to all the assets held in your Stocks and Shares ISA for all purposes for which the ISA Regulations permit such a merger.

### 4. INVESTING IN YOUR STOCKS AND SHARES ISA

(1) You can only subscribe to your own Stocks and Shares ISA and all subscriptions must be made in your own name.

(2) In accordance with the ISA Regulations, you may only subscribe to one stocks and shares ISA in each tax year whether that be with us or with another provider. If you have an existing stocks and shares ISA with another provider, and wish to open a Stocks and Shares ISA with us, you will need to complete a transfer form and have the contents of the stocks and shares ISA you hold with another provider transferred to your Stocks and Shares ISA with us.

(3) To open a Stocks and Shares ISA, or to invest in a Stocks and Shares ISA that you have already opened, you must:

- (a) be aged over 18 at the time of your application;
- (b) not have subscribed to a stocks and shares ISA with another provider in the same tax year;
- (c) not have exceeded the Subscription Limit in any tax year; and
- (d) one of the following:
  - (i) be resident and ordinarily resident in the United Kingdom for tax purposes;
  - (ii) be performing duties which are taxed as if performed in the United Kingdom in accordance with Term 28 of the Income Tax (Earnings and Pensions) Act 2003 as a crown employee, such as a diplomat or a member of the armed forces who is working overseas and paid by the government; or
  - (iii) be the spouse or civil partner of a person referred to at Term 4(3)(d)(ii) above.

If, while you hold a Stocks and Shares ISA, your circumstances change and you no longer fall within the residence qualifications listed above, you must inform us immediately.

(4) It is not necessary to fall within one of the residence qualifications listed in Term 4(3)(d) above in order to transfer an ISA you may have with another provider to a Stocks and Shares ISA, however you must ensure you meet one of the residency requirements in Term 4(3)(d) in order to make further investment in your Stocks and Shares ISA, whether in the current or future tax years.

(5) In accordance with the ISA Regulations, regardless of the total value of your Account Assets, you may not make subscriptions to your Stocks and Shares ISA which exceed the Subscription Limit set by HMRC in any tax year. Details of the Subscription Limit in a tax year can be found on the HMRC website. The Subscription Limit may change for time to time as a result of changes in the relevant legislation.

(6) If you make a cash subscription by bank transfer which would make the total value of Account Assets in your Stocks and Shares ISA exceed the Subscription Limit for that tax year, then either:

(a) if you have another account with us, the entire cash subscription will be applied to that account; or

(b) if you do not have another account with us, we will contact you regarding where the cash subscription should be redirected. If we cannot contact you, we will return funds to source.

(7) It is not our policy to pay interest to you on any of your money that we hold and by agreeing to these ISA Terms you acknowledge that you therefore waive any entitlement to interest under the Client Money Rules or otherwise.

### 5. INSTRUMENTS

(1) **You may only hold Instruments in your account that:**

- (a) **are shares, bonds or other debt instruments, gilts, units in investment trusts, units in unit trusts or other securities or investments in respect of which we offer to deal in Transactions with you; and**
- (b) **in our reasonable opinion meet the criteria of a 'Qualifying Investment' as defined in the ISA Regulations.**

(2) When you transfer an existing ISA to us, we reserve the right to exclude any Instrument or other investment from your Stocks and Shares ISA at our discretion.

(3) If, in our opinion, an Instrument held in your Stocks and Shares ISA ceases to comply with the criteria set out in Term 5(1) above or we are no longer allowing that Instrument to be invested through Stocks and Shares ISA accounts, then we will inform you, and give you the option to either:

- (a) sell the Instrument and retain the proceeds within your Stocks and Shares ISA as cash; or
- (b) transfer the Instrument out of your Stocks and Shares ISA.

If you do not provide us with instructions to complete either (a) or (b) above, we will sell the Instrument on your behalf and apply the proceeds to your account.

(4) If you would like to receive annual reports and accounts, attend company annual general meetings or exercise voting rights in respect of Instruments held in your Stocks and Shares ISA, you should contact us. You will incur a Charge for these services, details of which can be found in our Product Details. Terms 11(1) (Provision of Information) and 11(2) (Voting Rights) of the Share Dealing Customer Agreement are specifically excluded from these ISA Terms.

(5) We will hold cash in your Stocks and Shares ISA as set out in Term 13 of the Share Dealing Customer Agreement and Term 14 of the Smart Portfolio Customer Agreement, as applicable. You must decide when and if to invest any cash which may be in your Stocks and Shares ISA. Our usual dealing Charges, as set out in the Product Details will apply if you invest. HMRC will not allow uninvested cash to remain in your Stocks and Shares ISA indefinitely.

(6) Any income from Instruments in your Stocks and Shares ISA will be paid into your account in pounds sterling. If that income is paid in another Currency, it will be converted to pounds sterling before it is applied to your account. We will charge our standard conversion rate, which can be found in the Product Details.

### 6. TRANSFERRING TO OR FROM YOUR STOCKS AND SHARES ISA

(1) In addition to Term 13(9) of the Share Dealing Customer Agreement and Term 14.11 of the Smart Portfolio Customer Agreement:

- (a) you can transfer Account Assets from an ISA with another provider (whether that be a cash ISA or another stocks and shares ISA) to your Stocks and Shares ISA at any time, as specified in the ISA Regulations and allowed under these ISA Terms;
- (b) you may only apply to transfer the whole of your current tax year Account Assets held in your Stocks and Shares ISA to your ISA account with another provider;
- (c) you may transfer all or part of your previous years' Account Assets held in your Stocks and Shares ISA to your ISA account with another provider; and
- (d) you cannot transfer Account Assets from your Stocks and Shares ISA to a cash ISA.

(2) In accordance with the ISA Regulations, we will only accept cash subscriptions to your Stocks and Shares ISA in pounds sterling.

(3) If you attempt to make a subscription to your Stocks and Shares ISA in a foreign Currency:

- (a) by bank transfer, then the transferred cash will be applied to your Share Dealing Account. The cleared funds will then be converted to your Base Currency in accordance with whatever foreign Currency preferences you have on your Share Dealing Account and/or Smart Portfolio Account. If you have not elected any foreign Currency conversion preferences on your Share Dealing Account and/or Smart Portfolio Account, the transferred funds will be converted to pounds sterling 'on close' ie overnight. You will then need to manually transfer funds from your Share Dealing Account and/or Smart Portfolio Account to your Stocks and Shares ISA; or
- (b) by card payment, then your request will be rejected.

(4) Upon receipt of a valid instruction from another ISA manager (and within the timeframe specified by you, which may not be less than 30 days) all (or part) of your Account Assets will be transferred to that ISA manager. We will seek to complete your instructions within 30 days of receipt.

(5) You may instruct us to transfer all (or part) of your Account Assets to your ISA account with another provider. We will seek to complete your instruction within 30 days of receipt of a valid instruction.

## 7. CHARGES

- (1) We will levy our Charges at the rates set out in the Product Details in accordance with Term 5 of the Share Dealing Customer Agreement, Term 5 of the Smart Portfolio Customer Agreement and this Term 7 of these ISA Terms.
- (2) As far as the ISA Regulations permit, you may elect for Charges in respect of your Stocks and Shares ISA to be collected from any account you hold with us, including your Share Dealing Account, a CFD account, a Smart Portfolio Account, a spread betting account, or your Stocks and Shares ISA.
- (3) If you have elected for Charges to be levied from your Stocks and Shares ISA, but do not have sufficient cash in your account to cover the payments, we may convert any Instruments into cash and may apply any cash balance to cover any outstanding Charges or any other amounts due to or by us under these ISA Terms, as far as is allowed by the ISA Regulations.

## 8. TAX

- (1) Tax benefits of your Stocks and Shares ISA are dependent on your personal situation and are subject to change.
- (2) We will make the necessary claims for tax relief in respect of Instruments where UK tax has been deducted in accordance with the ISA Regulations, but not in respect of any Instruments listed on an overseas investment exchange. You authorise us to provide HMRC with relevant information about your Stocks and Shares ISA.
- (3) If you do not invest your Stocks and Shares ISA at all during an entire tax year, you may need to make a new declaration to invest in your Stocks and Shares ISA in the following tax year.
- (4) Under the ISA Regulations, the tax efficiency of the ISA may be affected if you transfer the contents of your Stocks and Shares ISA to a third party which is not an ISA provider.
- (5) You must ensure that there are sufficient funds in your Stocks and Shares ISA to pay any tax liability incurred and any Charges which may be due to us or paid by us on your behalf.
- (6) Any Charges collected by us from your account may reduce the tax benefits available to you.

## 9. CLOSING YOUR STOCKS AND SHARES ISA

- (1) In addition to our rights to terminate under Term 26 of the Share Dealing Customer Agreement and/or Term 23 of the Smart Portfolio Customer Agreement, we may terminate your Stocks and Shares ISA immediately, by providing you with written notice of termination if, you no longer have a Share Dealing Account or a Smart Portfolio Customer Account with us or in our reasonable opinion, it is impossible to continue to administer your Stocks and Shares ISA in accordance with the ISA Regulations, the Share Dealing Customer Agreement, the Smart Portfolio Customer Agreement or these ISA Terms.
- (2) Your Stocks and Shares ISA will terminate automatically with immediate effect if it becomes void under the ISA Regulations. We will notify you if this happens and tell you what action we have taken. If your Stocks and Shares ISA is made void, in addition to the potential loss of tax benefits, either:
  - (a) if you have an additional Share Dealing Account or Smart Portfolio Account with us that is not a Stocks and Shares ISA, we will transfer the Account Assets of your Stocks and Shares ISA to that account; or
  - (b) if you do not have an additional Share Dealing Account or Smart Portfolio Account with us that is not a Stocks and Shares ISA, we will continue to hold the Account Assets in accordance with Term 13 of the Share Dealing Customer Agreement and/or Term 14 of the Smart Portfolio Customer Agreement (as applicable).
- (3) In addition to your rights to close your Stocks and Shares ISA in accordance with Term 26 of the Share Dealing Customer Agreement and/or Term 23 of the Smart Portfolio Customer Agreement, you may at any time give us written instructions to close your Stocks and Shares ISA or to transfer your Account Assets to an approved ISA account with another provider.
- (4) Your Stocks and Shares ISA will automatically terminate on your death and tax benefits will cease. The rights to your Stocks and Shares ISA vest in your estate on your death. We will deal with the Account Assets as instructed by your executors and/or Personal Representatives who must provide us with such documentary evidence as we reasonably require.

## 10. DEFINITIONS AND INTERPRETATION

### DEFINITIONS

- (1) In these ISA Terms:

- 'Account Assets'** means all assets in your Stocks and Shares ISA, both Instruments and cash;
- 'Applicable Regulations'** means: (a) the FCA Rules; (b) Rules of a relevant regulatory authority; (c) the Rules of the relevant Exchange; and (d) all other applicable laws, rules and regulations as in force from time to time, as applicable to these ISA Terms, the Electronic Trading Service or any Instruction to Deal, any Transactions or the holding of Instruments by us on your behalf pursuant to these ISA Terms;
- 'Base Currency'** means the currency agreed in writing between the parties or failing any such agreement, Pounds Sterling;
- 'business day'** means any day other than a Saturday, Sunday and a public holiday in the UK;
- 'Charges'** means any transactions costs, fees or other charges notified to you from time to time;
- 'Client Money Rules'** means the provisions of the FCA Rules that relate to money received by MiFID investment firms;
- 'Currency'** shall be construed so as to include any unit of account;
- 'FCA'** means the Financial Conduct Authority or any organisation that will replace the FCA or take over the conduct of its affairs;
- 'FCA Rules'** means the rules of the FCA as from time to time varied, amended, or substituted by the FCA and, where you open an account via a Branch office of ours 'FCA Rules' includes the conduct of Business rules of the European Economic Area member state in which the Branch office is located;
- 'HMRC'** means Her Majesty's Revenue and Customs (or any organisation that will replace HMRC or take over its affairs);
- 'Instruction to Deal'** means an instruction by you for us to Buy, or Sell any Instrument (whether or not that Instrument is an Instrument) on your behalf including, for the avoidance of doubt, an Order;
- 'Instruction to Invest'** has the meaning provided in Term 27.1 of the Smart Portfolio Customer Agreement;
- 'Instrument'** means an Instrument as defined in the Share Dealing Customer Agreement or Smart Portfolio Customer Agreement as the case may be;
- 'ISA'** as defined in the ISA Regulations;
- 'ISA Regulations'** means the Individual Savings Account Regulations 1998, as updated and amended from time to time;
- 'ISA Terms'** means these ISA Supplementary Terms, the Product Details, any ancillary documents referred to herein and any amendments thereto;
- 'Product Details'** means the section of the public pages of our website designated as the Product Details as amended from time to time;
- 'Share Dealing Account'** means an account opened by you with us in accordance with the Share Dealing Customer Agreement for buying and selling Instruments;
- 'Share Dealing Customer Agreement'** means the Share Dealing Customer Agreement and all schedules, the Product Details, any ancillary documents referred to therein and any amendments thereto;
- 'Share Dealing Service'** means execution only services provided to you in accordance with our Share Dealing Customer Agreement;
- 'Smart Portfolio Account'** means an account opened by you with us in accordance with the Smart Portfolio Customer Agreement in relation to the provision of discretionary investment management services;
- 'Smart Portfolio Customer Agreement'** means the Smart Portfolio Customer Agreement and all schedules, as well as any documents referred to therein, including any information provided by you as part of the Advice Service, and any amendments thereto;
- 'Smart Portfolio Service'** means services provided to you in accordance with our Smart Portfolio Customer Agreement;
- 'Stocks and Shares ISA'** means a stocks and shares ISA which has been opened with us and is governed by these ISA Terms;
- 'Subscription Limit'** means the monetary limit set by HMRC in relation to ISA accounts in any tax year. Details of the current limits that apply can be found on the HMRC website; and
- 'Transaction'** means the partial or full fill of your Instruction to Deal or Instruction to Invest, as the case may be.

## 10. DEFINITIONS AND INTERPRETATION (CONTINUED)

### INTERPRETATION

(2) A reference to:

- (a) a Term is a reference to a term of these ISA Terms;
- (b) an Act of Parliament is a reference to such Act as from time to time amended, consolidated or re-enacted (with or without modification) and includes all instruments or orders made under such enactment;
- (c) any time or date will be to the time and date in London, England, unless expressly noted to the contrary; and
- (d) the singular will import the plural and the masculine will import the feminine as the context requires.

(3) Priority of documents: in the event of any conflict between these ISA Terms and any ancillary document referred to in these ISA Terms, the order of precedence for the purpose of construction shall be:

- (a) the ISA Regulations;
- (b) the Share Dealing Customer Agreement in relation to Share Dealing Service or Smart Portfolio Customer Agreement in relation to Smart Portfolio Service (as applicable);
- (c) Product Details; and
- (d) any other ancillary documents referred to in these ISA Terms.

No part of this document may be reproduced in any form whatsoever without the previous written permission of IG Markets Limited. Copyright IG Markets Limited 2017. All rights reserved.