

ONE YEAR  
FIXED RATE  
CASH ISA



Private Bank

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## Cater Allen

Cater Allen has a long and respected financial history dating back to 1816, and a reputation for good service. Today, as a wholly owned subsidiary of Santander UK plc, Cater Allen puts the traditional values of courtesy, convenience and personal service into an efficient, contemporary context.

Our portfolio of banking and cash management solutions comprises of current accounts, savings accounts and fixed term deposits.

Our commitment is to be a trusted and transparent service provider to our clients.

Cater Allen has its own banking license which means that any deposits a client holds with Santander are treated as being distinct and separate from deposits with Cater Allen for the purposes of the Financial Services Compensation Scheme (FSCS) cover. The bank is regulated by the Prudential Regulation Authority (PRA) and the Financial Conduct Authority (FCA).

## One Year Fixed Rate Cash ISA

The Cater Allen One Year Fixed Rate ISA is available only for maturing funds from an existing Cater Allen fixed rate ISA.

**This is now an off-sale product and no additional deposits are permitted.**

Unless you have instructed us otherwise, at the end of the One Year Fixed Rate Cash ISA term, the balance of your account, together with any accrued interest, will be re-deposited for a further 12-month term.

We do not accept transfers from within the Santander Group.

Interest will be paid tax free and added to your One Year Fixed Rate Cash ISA at maturity.

For details of the interest rate on offer, please refer to [caterallen.co.uk/interest-rates](https://caterallen.co.uk/interest-rates) or alternatively call us on **0800 092 3300**

## KEY FEATURES OF THE ONE YEAR FIXED RATE CASH ISA

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### Aims

The One Year Fixed Rate Cash ISA is designed to:

- Provide a tax-free way of saving
- Help you maximise your tax-free savings through secure cash deposits
- Pay tax-free interest on your savings and add it to your One Year Fixed Rate Cash ISA account at maturity

**The favourable tax treatment of ISAs may be subject to change in the future and depends on your individual circumstances.**

### Your commitment

- This is a Cash ISA product
- You will receive maximum benefit if you pay in money you can leave untouched for the full 12 month term
- There is a 14 day cancellation period at the start of the 12 month term where the product can be cancelled at no cost
- The product is available to UK residents only
- We do not accept Cash ISA transfers from other parts of the Santander Group

- Unless you have instructed us otherwise, at the end of the One Year Fixed Rate Cash ISA term the balance of your account, together with any accrued interest, will mature into a new Cash ISA with a 12-month term. The interest rate on the new term of your One Year Fixed Rate Cash ISA will be the interest rate prevailing on the day the new term starts.

### Risk factors

- You cannot make partial withdrawals from or make/ pay additional deposits into your One Year Fixed Rate Cash ISA
- You can transfer out or close your Cash ISA at any time prior to maturity without penalty and we will apply any interest earned up to the day before the withdrawal.
- **Funds withdrawn from your Cash ISA cannot be replaced during the same tax year without counting towards your current tax year ISA allowance.**

Please note that this is now an off-sale product and no additional deposits are permitted.

## QUESTIONS AND ANSWERS

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### How much interest will I earn?

You'll receive tax-free interest on all the money you have deposited in your One Year Fixed Rate Cash ISA.

The interest rate is fixed at the time we open your account and will not change during the term. Cater Allen will calculate interest daily and credit it to your account at maturity on the day advised to you when you opened your account.

### How do I withdraw my money?

The One Year Fixed Rate Cash ISA is designed to be held for the full term; so if you think you'll need your money back before, then it might not be right for you. You cannot make partial withdrawals from your One Year Fixed Rate Cash ISA for the duration of the term.

Your instructions will normally be carried out within five business days of receipt by Cater Allen.

### How will I know what my Cash ISA is worth?

You can view your Cash ISA balance at any time, by logging into Internet Banking.

Your annual statement of interest will be sent to you via post and will also be available to view and download in Cater Allen Internet Banking. If you would like us to stop sending you statements by post, please select the 'paper-free' option in Internet Banking or call us on **0800 092 3300** to confirm your preference.

If you ask to close your One Year Fixed Rate Cash ISA, we will send you confirmation of your transaction.

### How much can I deposit into the One Year Fixed Rate Cash ISA?

You can no longer deposit any additional funds in the One Year Fixed Rate Cash ISA.

### Cash ISA transfers in

You can no longer transfer in savings from an existing Cash ISA.

### Will I pay tax on my Cash ISA?

Under current legislation, you do not need to pay UK tax on interest paid on a Cash ISA. You also do not need to mention a Cash ISA on your tax return. The tax treatment of ISAs depends on your circumstances and may change in the future.

### Are there any charges?

There are no charges to pay for the operation of your One Year Fixed Rate Cash ISA.

### Can I transfer to another ISA Manager at any time?

Transfer out or withdrawal of all the funds in the One Year Fixed Rate Cash ISA before the end of the fixed period is permitted, without any penalty charges. No partial withdrawals or transfers out are allowed.

### What happens if I die?

If you die, the Cash ISA tax-free benefits will continue until the earlier of :

- 1) the completion of the administration of the deceased's estate; or
- 2) the day falling on the third anniversary of the death; or
- 3) the closure of the account as defined by HMRC.

Any interest, dividends or gains will continue to be exempt from tax until the ISA wrapper is removed.

After death, whilst the account remains in the ISA wrapper:

- 1) no subscriptions or qualifying additions are to be made; and
- 2) no transfers are allowed (other than a bulk transfer).

## FURTHER INFORMATION

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### Complaints

We always strive to provide you with the best products and services. Unfortunately things can go wrong sometimes, but telling us about it gives us the chance to fix things for you and make improvements.

Please refer to the Complaints section on [caterallen.co.uk](http://caterallen.co.uk) for details on how to make a complaint and timescales for resolution.

Please note that this is now an off-sale product and no additional deposits are permitted.

## TERMS & CONDITIONS

These terms and conditions together with the Personal Account terms and conditions set out the contract between you and us. They explain our obligations to you, and your obligations to us, when you hold our One Year Fixed Rate Cash ISA. They are in addition to any other conditions which are implied or included by law, such as your statutory rights as a consumer, even if they do not appear in these conditions.

We may change these terms and conditions. See paragraph 23 for details.

Cater Allen Limited (Cater Allen) is involved in your Cash ISA as follows:

- Cater Allen manages your Cash ISA in terms of the ISA Regulations
- Payments into your Cash ISA are placed in a Cash ISA deposit account in your name with Cater Allen

Cater Allen and Santander UK plc (Santander) authorised by PRA and regulated by FCA and PRA. You should read these terms and conditions carefully. If there is anything you do not understand, please contact Cater Allen.

### Definitions

#### Associate Company

Santander UK plc or any of its subsidiary companies or any company in the Santander group, other than Cater Allen.

#### Business Day

Any day of the week not including Saturdays, Sundays and English public holidays.

#### FCA

The Financial Conduct Authority.

#### PRA

The Prudential Regulation Authority.

#### ISA

An Individual Savings Account operated and maintained by Cater Allen in accordance with the Individual Savings Account Regulations 1998, including any future changes.

#### ISA Manager

A firm authorised to manage ISAs.

#### ISA Regulations

The Individual Savings Account Regulations 1998, including any future changes.

#### Regulator

An organisation which regulates either us or an Associate Company.

#### HMRC

HM Revenue & Customs.

#### Santander

Santander UK plc.

#### Tax Year

The period from 6 April in a year to 5 April of the following year.

#### We (and us and our)

Cater Allen Limited.

### 1. Start date and term

- 1.1. Your One Year Fixed Rate Cash ISA will begin as soon as we accept your application and receive your payment(s), including transfers in from other ISA Managers. If we do not accept your application and you do not hold any other Cater Allen accounts, we will return your payment to you according to the terms of paragraph 20. The term of your One Year Fixed Rate Cash ISA is 12 months and cannot be changed. For example a One Year Fixed Rate Cash ISA opened on 15th June 2012 would mature on 17th June 2013 and this is the date that the interest is credited and the funds are made available. If a Maturity Date falls on a non-business day, the Maturity Date is rolled forward to the next business day and interest is accrued on the additional days.
- 1.2. We are not responsible for delays due to your old ISA Manager exceeding the PRA/FCA guidance to complete the transfer in, and will only be able to open your One Year Fixed Rate Cash ISA once we have received your transferred in funds. This can cause a delay in the Cash ISA being opened.
- 1.3. We reserve the right to cease acceptance of transfer in requests during certain periods of the year, in order to avoid the loss of your Cash ISA allowance due to delays in transfers in from other ISA managers.

### 2. Eligibility

- 2.1. To have a Cater Allen One Year Fixed Rate Cash ISA, you must be at least 18 years old and either be (a) resident in the United Kingdom for tax purposes, or (b) subject to United Kingdom tax under Section 28 of the Income Tax (Earnings and Pensions) Act 2003 (Crown employees performing duties overseas), or married to, or in a civil partnership with, a person who performs such duties.
- 2.2. You must inform Cater Allen if you cease to be so resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.

### **3. Interest**

- 3.1. The interest rate is fixed at the time we open your account and will not change during the term. Cater Allen will calculate interest daily and credit it to your account at maturity on the day advised to you when you open your account.
- 3.2. Cater Allen will pay interest on the number of complete pounds and pence in your Cash ISA.

### **4. Tax**

- 4.1. According to the ISA Regulations, you do not have to pay UK tax on the income from your Cash ISA. This may change in the future.

### **5. Withdrawing money from or cashing in your One Year Fixed Rate Cash ISA**

- 5.1. You cannot make partial withdrawals from your One Year Fixed Rate Cash ISA for the duration of the term. If you need your money before the end of the term, your One Year Fixed Rate Cash ISA will be closed subject to paragraph 8.
- 5.2. We will normally process your request within five business days of receipt, however you can stipulate a time after this period if you wish. Under the ISA Regulations, we can take up to 30 days to process your request.
- 5.3. We have the right to refuse to allow closure of your account if:
  - We believe or suspect it may place us in breach of any legislation or law; or
  - We believe or suspect it relates to fraud or any other criminal act

### **6. Early closure charge**

- 6.1. You can close your One Year Fixed Rate Cash ISA before the end of the twelve month term, without any penalty charges.
- 6.2. In case of early closure, you will earn interest up to the day before the withdrawal.
- 6.3. Similarly, no charge will be applied if closure is required by your personal representative in the event of your death or if your account is closed within the 14 day cancellation notice period.

### **7. Death**

- 7.1. If you die, the tax-free benefits which apply to your One Year Fixed Rate Cash ISA will continue until the earlier of:

- 1) the completion of the administration of the deceased's estate;
- 2) the day falling on the third anniversary of the death;
- 3) the closure of the account as defined by HMRC.

The proceeds from your One Year Fixed Rate Cash ISA will form part of your estate for the purposes of calculating any

UK inheritance tax due. We will pay the money in the One Year Fixed Rate Cash ISA, together with any interest earned, to your personal representatives and the account will close. Prior to closure, they must first prove to us that they have the authority to receive the money and will provide us with the instruction to close the account. No closure charge will be applied.

### **8. Maturity**

- 8.1. Unless you have instructed us otherwise, at the end of the One Year Fixed Rate Cash ISA term the balance of your account, together with any accrued interest, will be re-invested into a new Cash ISA with a 12-month term. The interest rate on the new term of your One Year Fixed Rate Cash ISA will be the interest rate prevailing on the day the new term starts.
- 8.2. We will contact you before the maturity of your One Year Fixed Rate Cash ISA to advise you of your options. If you do not wish your One Year Fixed Rate Cash ISA to be re-invested into another term, you will need to contact us by midday on the maturity date and provide us with alternative instructions.
- 8.3. If you are transferring to another ISA Manager at maturity, we will need to receive the transfer out details from them before midday on the maturity date.

### **9. When we can keep money from the proceeds of your One Year Fixed Rate Cash ISA**

- 9.1. We are entitled to use any cash in your One Year Fixed Rate Cash ISA to pay any tax or other amount necessary to HMRC or other government agency in relation to your One Year Fixed Rate Cash ISA
- 9.2. If we do not know how much the tax or other amount will be, we may keep an amount of cash that we feel is reasonable and appropriate.

### **10. Statements**

- 10.1. We will send you a statement at least once a year via post. However, you can also view and download your Cash ISA annual statement of interest using our Internet Banking Service. Your statement will contain a note of the balance of your Cash ISA.
- 10.2. If you ask to close your Cash ISA, we will send you confirmation of your transaction.

### **11. Who owns the cash in your Cash ISA?**

- 11.1. You own the cash. You are not allowed to transfer your rights to the cash to any other person.

### **12. Other people**

- 12.1. Our relationship is with you and we will not recognise the interest or claim of any other person, unless by law, we have to. For example, this means that you cannot use any of the cash in your Cash ISA as security for any borrowing or other money which you owe.



### 13. Transactions

13.1. We may refuse to carry out or allow any transaction on the Cash ISA if we are not reasonably satisfied that:

- The transaction is legal
- It is not related to fraudulent activity
- It is allowed by the ISA Regulation
- It is you who has asked for it or authorised it (in other words, we may ask you to prove your identity).

### 14. Transferring out

14.1. You may ask us, at any time, to transfer all of your Cash ISA to another ISA Manager approved under the ISA Regulations. You cannot partially transfer out funds from your One Year Fixed Rate Cash ISA (unless the remaining funds are withdrawn and the One Year Fixed Rate Cash ISA is closed at the same time). If you are transferring out of your One Year Fixed Rate Cash ISA before the end of the term, paragraph 9 also applies.

14.2. By completing a Transfer Instruction form with another ISA Manager, in accordance with the ISA Regulations relating to transfers, you may ask us, at any time, to transfer all your Cash ISA to that ISA Manager. We will process your request within five Business Days of receipt, however you may request a date after this period if you wish.

14.3. In accordance with the ISA Regulations relating to transfers, on receipt of a request to transfer your money from your Cash ISA to another Cash ISA, we will send your money and accompanying information to your new ISA Manager within five Business Days from our receipt of the request from your new ISA Manager.

14.4. Except for any money we keep under paragraphs 9, we will pay the proceeds to the other ISA Manager on a date we, you and the other ISA Manager agree. The transfer will also depend on the ISA Regulations, which for example, do not allow you to partly transfer payments made during the same Tax Year as the transfer.

### 15. Transferring in

You can no longer transfer in additional funds.

### 16. When we may close your Cash ISA

16.1. We will give you three months' written notice if we plan to stop managing your Cash ISA because:

- We decide in good faith that it is no longer reasonably practical for us to keep to the ISA regulations.
- We decide that managing the type of Cash ISA which you hold has stopped being commercially worthwhile for us.

16.2. During the period of notice you can transfer your Cash ISA to another ISA Manager (paragraph 14). If you do not transfer your Cash ISA during the period of notice, we may then close your Cash ISA (paragraph 16.6).

16.3. We will close your Cash ISA if you cash it in

16.4. If we discover or HMRC tells us that your Cash ISA has or will become 'void', we will give you written notice of this straight away and we will have to close your Cash ISA.

16.5. If we close your Cash ISA, we must follow the ISA Regulations.

16.6. If we believe that there are exceptional circumstances that require us to urgently close your Cash ISA, we may do so without prior notice. We will not be liable to you for any loss, liability or damage that you suffer as a result of closing the Cash ISA. We will give you all relevant information and certificates that relate to tax that you need under the ISA Regulations. If we have to close your Fixed Rate One Year Fixed Rate Cash ISA for any of the above reasons before the end of the fixed term, the closure charge will not be applied. Except for any amount we keep under paragraph 9, we will pay the proceeds of your Cash ISA to you.

### 17. Using others to carry out our duties

17.1. We may use the services of an Associate Company to carry out administrative duties relating to your Cash ISA and pass all appropriate information to them. This will depend on the following:

- We must keep responsibility for the way these duties are carried out.
- We must be satisfied that the Associate Company is able to carry out the duties.

17.2. We may appoint, in our place, an Associate Company as manager of your Cash ISA. This will depend on the following:

- The Associate Company must be approved under the ISA Regulations as a ISA Manager.
- We must give you notice in writing beforehand, so that you have the chance to transfer your Cash ISA to a different ISA Manager if you prefer. No exit charge will apply.

### 18. Client accounts

18.1. In the event that we need to put your money into a client money account, we will do this in accordance with the PRA/FCA client money rules. However, you will not receive any interest.

## 19. If we cannot provide services

19.1. If we cannot provide services because of something beyond our reasonable control (including strikes, industrial action or the failure of equipment or power supplies), we will not be liable to you for any loss which you may suffer.

## 20. Liability

20.1. We have no liability for errors of judgement or for any other action we have taken in good faith, or not taken, in connection with your Cash ISA, unless there has been default or negligence by us. However, nothing in these terms and conditions excludes or restricts any liability which we may have by law or as a result of breaking the rules of a Regulator or as a result of breaking the ISA Regulations.

20.2. You may ask us for a statement describing your rights to compensation if we or an Associate Company become unable to meet any of our liabilities to you in connection with your Cash ISA.

## 21. Changing these terms and conditions

21.1. We may change these terms and conditions (which includes adding or removing a condition) at any time.

21.2. We may make a change to:

- a) Keep to any changes in the law, including the ISA Regulations, or in codes of practice;
- b) Provide for the introduction of new or improved systems, methods of operation, service or facilities;
- c) Take account of a ruling or recommendation by a court, ombudsman, Regulator or similar organisation;
- d) Reflect the general banking or investment practice;
- e) Make them clearer or more favourable to you;
- f) Put right any mistake that we may discover in future.

21.3. We may also remove, change or add to these terms and conditions for any other reason which is valid.

21.4. If we make a change, or changes, which are to your disadvantage, we will give you 30 days' prior personal notice of the change. Under these circumstances, you can close your Cash ISA or transfer your Cash ISA to another ISA Manager without giving us notice at any time up to 60 days from the date of notification of the change. You will not have to pay any additional charges for doing so.

21.5. For any other changes, we will provide notice within 30 days following the change by either:

- a) Placing a notice on our website ([caterallen.co.uk](http://caterallen.co.uk)) or in 3 national newspapers; or
- b) Telling you personally.

## 22. Notices given by you or by us

22.1. Any notice under these terms and conditions must be given by you to:

Cater Allen Private Bank  
Santander House  
9 Nelson Street  
Bradford BD1 5AN  
United Kingdom

This address will apply both to us and to Associate Companies.

22.2. Any notice under these terms and conditions must be given by us to you by either:

- a) Personal notice to you; or
- b) Placing a notice on our website ([caterallen.co.uk](http://caterallen.co.uk)) or in 3 national newspapers.

## 23. Your address

23.1. The address that you give us must be your permanent home and will be the one to which we send any letters. You must tell us straight away if you change your address and we may ask you to confirm it in writing.

## 24. Complaints

24.1. Any complaint with regard to the Account Manager should be addressed, in the first instance, to:

Cater Allen Private Bank  
FREEPOST ANG40024  
Bradford BD1 5WL

If you are not satisfied with the manner in which the matter is addressed you can refer your complaint to The Financial Ombudsman Service at:

South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Making a complaint will not prejudice your right to take legal proceedings.

24.2. We will provide you with details of our Complaints Procedure upon request, or automatically in the event that you make a complaint that is not satisfactorily resolved.

## 25. Governing law

The law of England and Wales will apply to these terms and conditions.

## 26. Recording of telephone conversations

To help us improve our service we may record or monitor phone calls.

## Contact Us

If you would like more information about the One Year Fixed Rate Cash ISA, or about Cater Allen and what we can offer you, please call us on:

- Freephone 0800 092 3300 or from outside the UK +44 114 228 2407. Please refer to our website for the latest information on our Contact Centre opening hours.

You can also visit our website at [www.caterallen.co.uk](http://www.caterallen.co.uk)

Or you can write to us at:

Client Team  
Cater Allen Private Bank  
Santander House  
9 Nelson Street  
Bradford BD1 5AN

Alternatively, your Financial Adviser can also provide you with further information.



Cater Allen Private Bank is able to provide literature in alternative formats. The formats available are: Large Print, Braille and Audio CD. If you would like to register to receive correspondence in an alternative format please contact us on 0800 092 3300. For the hard of hearing and/or speech impaired please use the Text Relay service. Further details can be found at <http://ngts.org.uk/>

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## INFORMATION SHEET

| Basic information about the protection of your eligible deposits       |  |
|--|--|
| Eligible deposits in Cater Allen Limited are protected by:             | the Financial Services Compensation Scheme ("FSCS") <sup>1</sup>   |
| Limit of protection:   | £85,000 per depositor per bank <sup>2</sup><br>The following trading names are part of your bank:<br>Cater Allen Private Bank  |
| If you have more eligible deposits at the same bank:                   | All your eligible deposits at the same bank are "aggregated" and the total is subject to the limit of £85,000. <sup>2</sup>  |
| If you have a joint account with other person(s):                      | The limit of £85,000 applies to each depositor separately. <sup>3</sup>  |
| Reimbursement period in case of bank failure:                          | 20 working days <sup>4</sup>   |
| Currency of reimbursement:   | Pound sterling (GBP, £)  |
| To contact Cater Allen Limited for enquiries relating to your account: | Tel: <b>0800 092 3300</b>  |
| To contact the FSCS for further information on compensation:           | Financial Services Compensation Scheme, 10th Floor Beaufort House,<br>15 St Botolph Street, London, EC3A 7QU<br><br>Tel: <b>0800 678 1100</b> or <b>020 7741 4100</b><br><br>Email: <b>ICT@fscs.org.uk</b> |
| More information:  | <b><a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a></b>   |

### Additional information

#### 1 Scheme responsible for the protection of your eligible deposit

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank, building society or credit union should occur, your eligible deposits would be repaid up to £85,000 by the Deposit Guarantee Scheme.

#### 2 General limit of protection

If a covered deposit is unavailable because a bank, building society or credit union is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum £85,000 per bank, building society or credit union. This means that all eligible deposits at the same bank, building society or credit union are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £85,000.

This method will also be applied if a bank, building society or credit union operates under different trading names. Cater Allen Limited also trades under the name Cater Allen Private Bank. This means that all eligible deposits with one or more of these trading names are in total covered up to £85,000. In some cases eligible deposits which are categorised as "temporary high balances" are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- (a) certain transactions relating to the depositor's current or prospective only or main residence or dwelling;
- (b) a death, or the depositor's marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) the payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under <http://www.fscs.org.uk>

#### 3 Limit of protection for joint accounts

In case of joint accounts, the limit of £85,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

#### 4 Reimbursement

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: [ICT@fscs.org.uk](mailto:ICT@fscs.org.uk). It will repay your eligible deposits (up to £85,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk>.

## Other Important Information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank, building society or credit union will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank, building society or credit union shall also confirm this on the statement of account.

## EXCLUSIONS LIST

A deposit is excluded from protection if:

- (1) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, building society or credit union.
- (2) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- (3) It is a deposit made by a depositor which is one of the following:
  - o credit institution
  - o financial institution
  - o investment firm
  - o insurance undertaking
  - o reinsurance undertaking
  - o collective investment undertaking
  - o pension or retirement fund<sup>1</sup>
  - o public authority, other than a small local authority
- (4) It is a deposit of a credit union to which the credit union itself is entitled.
- (5) It is a deposit which can only be proven by a financial instrument<sup>2</sup> (unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which existed in the UK, Gibraltar or a Member State of the EU on 2 July 2014).
- (6) It is a deposit of a collective investment scheme which qualifies as a small company.<sup>3</sup>
- (7) It is a deposit of an overseas financial services institution which qualifies as a small company.<sup>4</sup>
- (8) It is a deposit of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company<sup>5</sup> – refer to the FSCS for further information on this category.
- (9) It is not held by an establishment of a bank, building society or credit union in the UK or, in the case of a bank or building society incorporated in the UK, it is not held by an establishment in Gibraltar.

<sup>1</sup> Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded.

<sup>2</sup> As listed in Part I of Schedule 2 to the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, read with Part 2 of that Schedule

<sup>3</sup> Under the Companies Act 1985 or Companies Act 2006

<sup>4</sup> See footnote 3

<sup>5</sup> See footnote 3

For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

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