



# Royal Deposit Plan 4

A three year investment offering a fixed annual 3.5% interest payment

## Terms and Conditions

Plan/ISA Account Manager



## Royal Deposit Plan 4 Terms and Conditions

### 1. Definitions

**“Application”** means the properly completed application form for investment into your Plan.

**“Balance”** means a Deposit into the Plan for any specific offering of the Legal & General Deposit Bond as detailed in the relevant Key Terms less any withdrawals and/or adjustments.

**“Business Day”** means a day (other than Saturday or Sunday) on which commercial banks are open for business in London.

**“Deposit”** means the amount you invest in a specific offering of the Legal & General Deposit Bond, which is your subscription plus any Pre-Investment Interest.

**“Deposit Account”** means one or more deposit accounts established by the Plan Manager, with the Deposit Taker in respect of your Deposit together with deposits made by the other investors in an offering.

A separate Deposit Account or Deposit Accounts will be established for each offering of the Legal & General Deposit Bond.

**“Deposit Plan”** means your deposit savings plan contracted under these Generic Terms and Conditions and any relevant Key Terms.

**“Deposit Taker”** means the licensed deposit taker detailed in the relevant Key Terms.

**“Early Withdrawal Adjustment”** means an adjustment made to your Plan should you make a withdrawal/transfer/close your Account before the Maturity Date and which is calculated by the Deposit Taker in accordance with the relevant Key Terms.

**“Early Withdrawal Amount”** means the amount you will receive should you close your Plan prior to the Maturity Date. This amount will be the Balance (or part of the Balance for a partial withdrawal) less the Early Withdrawal Adjustment. Any remaining Balance will then be adjusted accordingly.

**“Early Withdrawal Deadline”** means 5.00pm on both the 7th and 20th day of each month or where this is not a Business Day, then the previous Business Day.

**“Income”** means any income paid between the Start Date and the Maturity Date as detailed in the relevant Key Terms and payable in accordance with Clause 4.

**“Income Payment Date”** means the dates your Income will be paid to you as set out in the relevant Key Terms.

**“ISA Account”** means your cash Individual Savings Account (ISA) (which includes any cash ISA transferred from an existing cash ISA) contracted under these Generic Terms and Conditions and any relevant Key Terms.

**“Key Features”** means the document describing the important characteristics of the Plan to which your application relates, including its aims and associated risks.

**“Key Terms”** means additional Terms and Conditions which relate to a specific offering of the Legal & General Deposit Bond which apply with and in addition to these Generic terms and conditions.

**“Maturity Date”** means the date on which a specific offering of the Legal & General Deposit Bond is due to mature, as detailed in the relevant Key Terms.

**“Maturity Interest”** means any interest payable at the Maturity Date as detailed in the relevant Key Terms and payable in accordance with Clause 4.

**“Plan”** means either a Deposit Plan and/or an ISA Account as selected in your Application as covered by these Terms and Conditions and relevant Key Terms.

**“Plan Manager, we, us, or our”** means Legal & General (Portfolio Management Services) Limited or such successors as we shall notify you under Clause 14.

**“Plan Opening Period”** means the period during which we may accept Applications to make subscriptions into the Plan or a specific offering of the Legal & General Deposit Bond Series as detailed in the relevant Key Terms.

**“Pre-Investment Interest”** means the interest you will earn on monies received by us from you with your Application, which is calculated on a daily basis at the rate shown in the relevant Key Terms.

**“Related Company”** means any company which is in the same group of companies as the Plan Manager.

**“Start Date”** means the date on which your Deposit is invested by the Plan manager in the Plan and your Legal & General Deposit Bond commences, as detailed in the relevant Key Terms.

**“Terms and Conditions”** means these terms and those in any relevant Key Terms.

**“Written” or “in Writing”** means an instruction including your original signature.

**“You”** means the individual making the application and opening a Plan.

## 2. Introduction

These Terms and Conditions apply to your investment in the Plan including the time your investment is held as cash either before the Start Date or after the Maturity Date.

- (a) You should read these terms along with the other information contained in our literature including the Key Features document and the Application. The Plan will have the features and risks set out in these documents.
- (b) The Plan Manager is authorised and regulated by the Financial Services Authority to act as Plan Manager.
- (c) Under these Terms and Conditions (and any relevant Key Terms), the Plan Manager deals with your deposit as bare trustee. This means that whilst the Plan Manager is the legal owner of the Deposit Account and the deposits of all investors held in the Deposit Account, the money is held by the Plan Manager for the absolute benefit of you and other investors.
- (d) The Deposit Taker is authorised and regulated by the Financial Services Authority to accept deposits.
- (e) This Plan is only open to Investors of 18 years and over.

## 3. Acceptance

- (a) We may accept a duly completed Application and payment from you, or in the case of an ISA transfer the payment from the other ISA manager, subject to these Terms and Conditions.
- (b) We may reject an Application if our requirements are not met. An Application will not be acceptable if, in our reasonable opinion:
  - (i) you are not eligible to hold a Plan;
  - (ii) your Application is incomplete or needs clarification
  - (iii) any Application or payment is received after the close of the Plan Opening Period. If any such late payment is an ISA transfer, then the payment will not be banked and will be returned to the previous ISA manager.
- (c) You may only invest by lump sum payment. Acceptable payment methods are detailed in your Application.
- (d) The applicable minimum and maximum investment amounts are provided in the Brochure.
- (e) Where an Application is made for an Account other than in Writing, the Plan Manager will make a written declaration confirming all the details provided by you in the Application and send a copy to you. You will have 30 days to notify any corrections to the Plan Manager from the date the copy declaration is sent to you. Any revised declaration will take effect from the date of the original declaration by the Plan Manager on your behalf. If a revised declaration is received after 30 days have elapsed, that declaration will only take effect from the date it is received at the address in Clause 19. Faxed or email Applications will not be accepted unless by prior agreement with the Plan Manager.
- (f) If, 30 days after acceptance of your Application, we are still waiting to receive any information reasonably required to confirm your identity, we will assume that the Plan is to be closed. The Deposit will be withdrawn on the first Early Withdrawal Deadline after the expiry of the 30 day period and you will receive the Early Withdrawal Amount.

Payments will normally be returned to the original source of the contribution. If this relates to an ISA Account, your annual ISA entitlement relating to any contribution will be lost.

- (g) The Plan Manager has the right to close the Plan Opening Period early or terminate the offering prior to the Start Date. For example, we may do this if we do not have sufficient payments or the Plan is over-subscribed or if the Deposit Taker requires us to due to changes in market conditions or as a result of changes to laws or regulations. If we do this and your Application is not accepted, we will return your payment by direct credit.

## 4. Managing Your Account

- (a) During the Plan Opening Period your subscription will be held by us in a designated client money account on the Business Day on which it is received. We are not responsible for the default of any third party financial institution that holds cash under these Terms and Conditions. We will pay into your Plan the Pre-Investment Interest immediately prior to the Start Date.
- (b) The Deposit will be invested by the Plan Manager in the relevant Deposit Account on the Start Date.
- (c) The Deposit will be held on deposit by the Deposit Taker in the Deposit Account until the Maturity Date unless terminated earlier in accordance with these Terms and Conditions.
- (d) Any Income is paid (on the applicable Income Payment Date) as detailed in the Relevant Key Terms subject to payment of such Income into your Plan by the Deposit Taker. The Income will be paid into the bank or building society account as detailed in your Application or any account held by you that you subsequently inform us about in Writing. If the Income Payment Date is also the Maturity Date, the Income shall be treated in accordance with Clause 4(e) below instead of being paid directly to you.
- (e) By the end of the second Business Day after the Maturity Date the Deposit Taker will pay the Balance plus any Maturity Interest into your Plan less any deduction for tax as detailed in Clause 10. Around the Maturity Date, we will write to you outlining the options available to you. We will hold the proceeds of your Plan in an interest-bearing client account for a reasonable period until we receive your instructions. All interest earned will belong to you. If we do not hear from you within a reasonable time, we reserve the right to transfer the proceeds of your Account to a non interest-bearing account and/or return the proceeds of your Plan to your nominated bank or building society account.
- (f) We will be responsible for administering all payments in and out of your Plan including any early withdrawal.
- (g) We will send you a statement for your Plan annually. Details of the exact statement dates are available on request from the address in Clause 19. Please note that there is no annual report or accounts (or any other information issued other than your statement). There are no shareholders', securities holders' or unit holders' mailing or voting rights applicable to your Plan.
- (h) We will tell you if your ISA Account has, or will become, void because they have failed to satisfy the provisions of the ISA regulations.

From the Start Date until the Maturity Date, you will be exposed to the credit risk of the Deposit Taker and the risk that the Deposit Taker fails to perform its payment obligations under the terms of the Deposit Account. Any default by the Deposit Taker will affect payments under the Plan leading to lesser amounts paid than expected or no amounts being paid under the Plan. We are not responsible for any default of the Deposit Taker.

## 5. Cancellation

- (a) You may withdraw your application for the Plan in writing at any time up to and including the Start Date and receive a full refund of your subscription with any Pre-Investment Interest. We will make payment by direct credit back to your nominated bank or building society account.
- (b) Alternatively, you can cancel your Plan within 14 days of receiving your cancellation notice which will be issued by us following receipt of your Application and subscription. We will terminate your Plan as detailed in (a) above. Your Plan will continue if we do not receive your cancellation notice within the 14 days.
- (c) If you exercise the right to cancel an ISA transfer, you will permanently lose your ISA entitlement relating to that transfer.
- (d) Except for ISA transfers or where there are exceptional circumstances, cancellation payments will be returned to the original source of the subscription.

## 6. Cash Held

- (a) Except when stated in these Terms and Conditions, interest will not be paid on any money held by us on your behalf that is not invested in the Deposit Account.
- (b) All money belonging to clients is held in a separate client account, which is identified as a trust account. All clients' money is segregated from the funds belonging to the Plan Manager. We will hold money we receive from you for investment in our client account until we make payment to the Deposit Taker to be invested in the Deposit Account.

## 7. Title

- (a) The deposit made by us with the Deposit Taker in respect of Deposit Account will be held for you together with other investors in the Deposit Account on trust in the name of the Plan Manager (as bare trustee).
- (b) The Deposit may not be used as security to borrow money.
- (c) Although your investment will be recorded and separately identified by us, your entitlement may not be identifiable by separate documents or certificates of title. Therefore in the event of default by the Deposit Taker or the Plan Manager, any shortfall may be shared pro rata among all investors affected.
- (d) During the continuance of your Plan, you will remain the beneficial owner of a proportion of the Deposit Account that relates to the Deposit and of any cash held on your behalf by us before the Start Date or after the Maturity Date.

## 8. Early Withdrawal, Account Closure and Transfers out

- (a) You may withdraw all or part of your investment from any specific offering under the Legal & General Deposit Bond or completely close your Plan by giving us notice to that effect. The notice must be in Writing. You must be aware that the amount you will receive on withdrawal before the Maturity Date may be considerably less than the amount of the Deposit.  
Any partial withdrawal instruction must make it clear whether a particular amount, net of the withdrawal adjustment, is required, or a set proportion of the original Deposit.
- (b) You may transfer all or part of your ISA Account relating to any specific offering under the Legal & General Deposit Bond before the Maturity Date, as permitted by the ISA Regulations, to another ISA manager. We can take up to 30 days to process this transfer. You must be aware that the amount you will receive on transfer before the Maturity Date may be considerably less than the amount of the Deposit.
- (c) Notice of withdrawal, transfer or closure must be received by us by the Early Withdrawal Deadline in order for a transfer, withdrawal or closure to be made on the following Business Day. Requests received after this point will be actioned on the Business Day following the next Early Withdrawal Deadline.
- (d) The minimum partial withdrawal or transfer is £500 provided a value of at least £500 remains invested in the Account.
- (e) If your transfer or withdrawal is made or the Plan is closed prior to the Maturity Date, we will request the Deposit Taker to pay the Early Withdrawal Amount from the Deposit Account.
- (f) For any withdrawal, we will pay the Early Withdrawal Amount to you within 10 Business Days of the withdrawal from or closure of your Plan. Payments will be paid into the bank or building society account as detailed in your Application or any account held by you that you subsequently inform us about in Writing.
- (g) For any transfer in relation to an ISA Account, we will pay the Early Withdrawal Amount directly to the new ISA manager.
- (h) We may close your Plan at any time by giving three months' notice to you to that effect if we are no longer able to act as Plan Manager.

## Investments by Pension Scheme Trustees

Where a pension scheme trustee ("First Trustee") purchases a Deposit Plan and the scheme member subsequently transfers to another pension scheme ("Second Scheme"), we will seek to allow the transfer of the Deposit Plan from the First Trustee to the trustee of the Second Scheme by means of a simple re-registration agreement. This agreement will allow the First Trustee to relinquish all interests in the Deposit Plan and for the Plan Manager to allow the Deposit Plan to be re-registered in the name of the trustee of the Second Scheme who will take over the Deposit Plan on exactly the same terms as the First Trustee. The terms of the original investment cannot be changed in any way on transfer.

## 9. Death

- (a) For Deposit Plans held in more than one name, the Deposit Plan will continue in the name(s) of the surviving investors.
- (b) In the event of your death as a single named investor, before the Maturity Date, and following receipt of the evidence we require, your personal representatives may elect to either close your Plan (and receive the Early Withdrawal Amount) or transfer your Plan into the name of the personal representatives or a beneficiary of your estate. If you have an ISA Account, the ISA Account will, in accordance with the ISA Regulations, terminate. If a transfer to your personal representative or beneficiary has been requested, we will open a Deposit Plan in the name of your personal representative or beneficiary.
- (c) In the event of a transfer of your Plan upon death, we will pay the Early Withdrawal Amount to your personal representatives within five Business Days of the closure of your Plan. These Terms and Conditions are binding on your personal representatives.

## 10. Tax

- (a) In respect of a Deposit Plan, any Pre-Investment Interest, Income and Maturity Interest will be paid after the deduction of income tax at the basic rate of UK income tax (currently 20%) and each will form part of your taxable income in the tax year in which they are paid. This deduction satisfies the current UK income tax liability for a basic rate tax payer. If you are a higher rate tax payer you will have further tax to pay and if you are in receipt of age allowance, the payments could impact your entitlement. (If you pay tax at less than the basic rate, you may be able to claim some or all of the tax deducted from HM Revenue & Customs by using the tax voucher we issue with your payment. We cannot pay interest gross to individuals eligible to complete a form R85).
- (b) No tax will be deducted from an ISA Account unless your Account becomes void (see Clause 4(i)) or for any interest paid following your death.
- (c) Any tax is deducted by the Deposit Taker.
- (d) The above terms are guidance only and apply to investors who are ordinarily residents in the United Kingdom for tax purposes. These comments are based on the Plan Manager's understanding of current UK tax legislation in force as at the date of this document going to print. Please note that tax law is subject to change and any change could be applied retrospectively. In particular, favourable tax treatment of ISA Accounts may not be maintained in the future. If you are in any doubt as to the tax treatment of this Plan, please consult a professional adviser.

## 11. Remuneration

We will be paid a maximum commission of 1.0% of the Deposit Amount by the Deposit Taker or by a company in the same group as the Deposit Taker and this has affected the terms available from the Deposit Taker which (in turn) is reflected in the terms available for your Plan. This will have no effect on the amounts due to you under Clause 4 or Clause 8 of these Terms and Conditions. This remuneration to us will be used to meet distribution costs (including commission paid to the financial adviser who has introduced you to us as well as our ongoing expenses. You should inform us of any change in your adviser to enable us to keep our records up to date.

## 12. Conflicts of interest

During your investment conflicts of interest may arise between you and us, our employees, our associated companies or our representatives. To ensure we treat investors consistently and fairly, we are required to have a policy on how to identify and manage these conflicts. A summary of our policy is detailed below.

A copy of the full policy is available on request from the address in Clause 19.

We:

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

## 13. Delegation

We may delegate any of our duties under these Terms and Conditions to any Related Company or other agent and may provide them with information about you and your Account. However, we will remain responsible to you for the performance of any delegated matters. We shall satisfy ourselves that any person to whom we delegate any of our functions under these Terms and Conditions is competent to carry out those functions.

## 14. Assignment

We may appoint another company to be the Plan Manager of your Account under these Terms and Conditions providing one month's notice has been given to you.

## 15. Disclosure of Information

We may disclose any information arising in connection with a transaction under these Terms and Conditions to any relevant authority or as required by such authority (whether or not pursuant to compulsion of law or regulation) and shall not be under any liability for any disclosure which we make in good faith.

## 16. Liabilities

- (a) We nor any Related Company shall not be responsible for any loss incurred except as a result of our fraud, negligence or breach of contract.
- (b) In the event of any failure, interruption or delay in the performance of its obligations resulting from any breakdown, failure or malfunction of any telecommunications or computer services or systems, or any event not reasonably within its control, neither the Plan Manager nor any Related Company shall be liable or have any responsibility of any kind for any loss or damage you incur or suffer as a result.

### 17. Changes to the Terms

- (a) We may amend these Terms and Conditions by giving you at least 30 days' notice, in writing. This might be necessary to conform with or anticipate any changes in applicable laws, rules and regulations and:
- (i) to provide for the introduction of new or improved systems, methods of operation, services or facilities;
  - (ii) to take account of a ruling by a Court, Ombudsmen, regulator or similar body;
  - (iii) to reflect market conditions;
  - (iv) to make them clearer or more favourable to you;
  - (v) to correct any mistake that might be discovered in due course; or
  - (vi) to reflect an Extraordinary Event further detailed in Clause 4(h).

### 18. Why do I need to prove my identity?

To protect you and us from financial crime, we may need to confirm your identity from time to time. We may do this by using reference agencies to search sources of information about you (an identity search). This will not affect your credit rating. If this identity search fails, we may ask you for documents to confirm your identity. In certain circumstances, we may need to contact you to obtain more information regarding your investment.

### 19. Notices or Requests

- (a) We will send any notices or other correspondence to the address you have given us in your application form, or to a new permanent residential address of yours provided you have notified us in Writing of the change.
- (b) You should send any notices, instructions, or requests for further information, to us at:

#### For postal instructions

Legal & General Retail Investments  
Customer Services Centre  
PO Box 1004  
Cardiff CF24 0YS  
or

#### For couriered instructions:

Legal & General Retail Investments  
Customer Services Centre  
4th Floor  
Brunel House  
2 Fitzalan Road  
Cardiff CF24 0EB

We will notify you, if by failure to satisfy the provisions of the ISA Regulations, your ISA Account has, or will, become void.

### 20. Complaints

We have a procedure for handling any complaints relating to the operation of your Plan, a copy of which is available on request at the address in Clause 19.

In the event you are not satisfied, you also have a right of complaint direct to the Financial Ombudsman Service. Should your complaint relate to any aspect of the service that is provided by the Deposit Taker, we will refer your complaint to the Deposit Taker to deal with.

### 21. Informing us of changes

You agree to inform us, without delay, of any change in your circumstances or status, including in particular any change of address, name, bank account or residency status. Where we do not have an up to date address for you, we may make enquiries to identify your new address and reclaim the cost of tracing. To this end, we may need to share your details with trusted external parties.

### 22. Third Parties

Our relationship is with you and we will not recognise the interest or claim of any other person unless we are required to do so by law.

### 23. Law and Jurisdiction

- (a) This document is based on our understanding of current English law and HM Revenue & Customs practice, both of which may change in the future.
- (b) These Terms and Conditions will be governed by and construed in accordance with laws of England.
- (c) We will always communicate with you in English.
- (d) All communications from us will normally be by letter or telephone.

### 24. Entire Terms

These Terms and Conditions, any relevant Key Terms, the Brochure and the completed Application constitute the entire terms on which the Account is provided to you.

## Key Terms – Legal & General Deposit Bond Series Royal Deposit Plan 4

“**AER**” means the Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and compounded once each year. As every advertisement for a savings product which quotes an interest rate will contain an AER, you will be able to compare more easily what return you can expect from your savings over time.

“**Deposit Taker**” means Ulster Bank Limited.

“**Early Withdrawal Adjustment**” means an amount calculated by the Deposit Taker by reference to the Balance, subject to an adjustment determined at the relevant time based on the prevailing market conditions.

“**Income**” is 3.5% of your Balance.

“**Income Payment Date**” 2 September 2011, 3 September 2012, 2 September 2013.

“**Maturity Date**” is 2 September 2013.

“**Maturity Interest**” is nil.

“**Plan Opening Period**” is 14 June to 13 August 2010.

“**Pre-Investment Interest**” means a fixed rate equivalent to 0.87% per annum gross/AER payable until 26 August 2010.

“**Start Date**” is 2 September 2010.



To find out more about the Royal Deposit Plan 4,  
IFAs may call +44 (0) 845 680 9125. Private investors should contact their IFA.

