

November 2019

Fidelity Client Terms

(including the Terms and
Conditions of the Fidelity SIPP)

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fidelity.co.uk

About this document

This document (the Terms), together with your Application, is a legal agreement between you and Fidelity and details your rights and responsibilities. **Please read it carefully and keep it somewhere safe for future reference.**

These Terms will apply to the relationship between you and one or more Fidelity companies, as set out in the definition of Fidelity in Appendix 1. Which of the Fidelity entities you are contracting with depends on the Investments you wish to make and the services you require.

If you find it difficult to read this document, we can provide alternative formats, including large print, Braille, audiotape and CD. Please contact us to request an alternative format or if you have any queries or require further information, using the contact details set out below.

How to read this document

This document is divided into six sections. You must read all sections that apply to the Investments you wish to make and the services you require.

Section 1 – applies to everyone

Section 2 – applies only if you invest through an ISA

Section 3 – applies only if you invest through a Fidelity SIPP

Section 4 – applies only if you invest in Open Ended Funds

Section 5 – applies only if you invest in Exchange Traded Products

Section 6 – applies only if you invest in Shares, Gilts or Corporate Bonds

Words and phrases that begin with capital letters are defined terms and have a particular meaning. You will find these meanings in Appendix 1.

This document contains important information to help you decide whether our Investment Account and/or Junior ISA and/or Investment ISA and/or Fidelity SIPP are right for you.

Please note that, depending on when you opened it, your Investment Account may also be known as an Investment Fund Account, and your Investment ISA may also be known as a Stocks and Shares ISA.

Other important documents

You must read this document along with:

- Our Key Features Document ('Doing Business with Fidelity')
- The key information documents for each of your chosen Investments (for those Investments that provide these)
- For a Fidelity SIPP, any Personal illustration of contributions and benefits that has been provided

In these Terms, we describe these documents together as the Essential Documents. Information on how to access the Essential Documents can be found at [fidelity.co.uk/doingbusiness](https://www.fidelity.co.uk/doingbusiness) or you can call us on **0800 41 41 61**.

Your client category

Our regulator, the Financial Conduct Authority (FCA), has different rules for the protection of different categories of investor. Unless we tell you otherwise, we will treat you as a retail client under the FCA Rules. This means you get the highest level of protection available under those Rules. You may request to be categorised differently. If we agree to do this, you will be afforded a lower level of client protection (for example, you may not have the right to take any complaints to the FOS (as defined below) or be eligible for compensation under the FSCS (as defined below) and you may be asked to enter into new terms and conditions in respect of any services we provide to you.

If you have questions

If, after reading these Terms, you find there is anything you don't understand, please contact us (see clause 1.2(c)). We will do our best to help you but we are not able to give you financial advice.

Section 1: Terms that apply to everyone

1. Getting up and running

1.1 Our role

- (a) In all of our dealings with you we will comply with these Terms, the rules of our regulator (the FCA) and with any other rules, regulations or laws that apply.

- (b) These Terms include important information about our Order Execution Policy (see Appendix 3) which describes how we get the best possible results when dealing in Investments on your behalf. By giving us instructions to buy, sell or Switch Investments, you consent to us following this policy.
- (c) Our Conflicts of Interest policy sets out the types of actual or potential conflicts of interest which affect our business and provides details of how these are identified and prevented or managed. We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. Further information on the current policy, explaining some of the key internal policies and procedures we use to prevent and manage conflicts that may arise in our business and to ensure the fair treatment of our clients, is available by contacting us.
- (d) We offer accounts which allow you to invest in Investments but we do not provide advice, and, therefore, we are not required to assess the suitability or appropriateness for you of:
- The Investments that you choose, that we may hold for you
 - The services we provide to you through our Investment Supermarket
- (e) This means that you do not benefit from the protection of the FCA Rules on assessing suitability or appropriateness. If you are in any doubt about the suitability or appropriateness of any particular Investment or service, we recommend that you speak with an authorised financial adviser.

1.2 Communicating with you

- (a) All of our documents and communications with you will be in English. Where you are joint holders we will send all communications to the primary account holder. Our service is primarily an online service for which you will need to register. If you do so we will send documents to your secure online mailbox. We will also communicate with you by post, email and/or SMS. If you do not choose to use our online service, we reserve the right to charge you a small fee for paper communication (where we provide a paper alternative).
- (b) Where we communicate with you by post, email and/or SMS we will communicate with you using the most recent contact details provided to us. We won't be responsible if you haven't told us about a change to your contact details. If communications we send to you are returned to us, we may put restrictions on your account and stop making payments out to you.
- (c) You can communicate with us:
- By registering for and using Fidelity's online services at [fidelity.co.uk](https://www.fidelity.co.uk)
 - In writing to Fidelity Personal Investing, Oakhill House, 130 Tonbridge Road, Hildenborough, Tonbridge, Kent, TN11 9DZ
- In all cases we will need your customer reference number for identification and security purposes. You will receive this when we write to you to confirm that your account has been opened.
- (d) If you register for our online service, we may still ask you to confirm some information in writing.
- (e) Our document 'Doing Business with Fidelity' sets out detailed information on how you can give us instructions to buy, sell and Switch investments. Please read this document carefully.

1.3 Opening your account

- (a) You can open a Fidelity account if you are 18 or over and are a UK resident or are in overseas Crown employment or are married to or are in civil partnership with a Crown Servant. Opening an account means you accept these Terms and you confirm to us that you meet both of these conditions.
- (b) If you want to invest on behalf of a child (other than through a Junior ISA or Fidelity SIPP) you can do this through the account designation section of the application form. We will treat you as the investor for all purposes. Once the child reaches 18 you may register the Investments in their name.
- (c) The products and services described in these Terms are only available to UK residents or those in overseas Crown employment or married to or in civil partnership with a Crown servant. They will be restricted or may be withdrawn if you stop being resident in the UK. This means if you cease to be a UK resident, you will not be able to make new Investments (although you may be able to participate in Corporate Actions on your existing Investments) and we will only provide administrative and recordkeeping services in return for the applicable Service Fees.

(d) The products and services are not being offered to US persons and some Investments have restrictions that prohibit US persons from having holdings in them. Although this isn't an exhaustive description, a US person is:

- Any citizen of the United States of America (US)
- Any person holding a US passport regardless of residency or domicile
- Any company having a registered office in the US
- Anyone who has an obligation to pay tax to the US tax authorities on their worldwide income

We may sell your Investments and close your account if you are or become a US person and we may also inform the relevant authorities about your holdings and transactions.

(e) To open an account you must complete an Application. This can be done:

- online
- using a printed application form in certain circumstances
- by phone

(f) These Terms come into force when we accept your Application. This is normally on the Business Day we receive it. At our discretion, we may refuse any Application or other instruction, without providing a reason for doing so.

(g) We can't accept your Application unless we can confirm and verify your identity under applicable money laundering regulations.

(h) Under the money laundering regulations we have to verify the identity of all investors, beneficial owners and anyone controlling or paying for Investments. At any time during our relationship with you, we can ask you for evidence of identification and/or run checks using an online agency, which will make a record that we have done this.

(i) Until we have confirmed and verified your identity in accordance with 1.3(h), we will place restrictions on all your accounts, refuse any further payments from you and prevent any payments out to you.

(j) We will confirm when we've accepted your Application and acknowledge the details of any Investments you've asked us to buy.

1.4 Making payments in

(a) You can make one-off (lump sum) or regular (Regular Savings Plan) payments to your account. Minimum amounts apply for your first payment to your account(s) and for Regular Savings Plans. Please see our 'Doing Business with Fidelity' document for details.

(b) We can accept the following payment types:

| Method | When |
|--|---|
| Maestro, Mastercard Debit or Visa Debit | Online or over the phone for lump sum payments. (For the Fidelity SIPP debit cards are only accepted for personal lump sum contributions) |
| Cheque (including building society or bankers draft) | For the full amount of any lump sum payment (by post with a cheque payment slip, which we provide online only for you to print) |
| Direct Debit | For Regular Savings Plans payments |
| Bank Transfer | For lump sum payments into the Fidelity SIPP |
| Payroll deduction | Where your employer has a payroll deduction facility in place, you may be able to make regular contributions into an ISA or Investment Account with us. |

(c) If you set up a Regular Savings Plan to make regular payments:

- We will confirm the date on which we will collect your scheduled payments
- We will hold your payment for up to two Business Days to allow for clearance prior to making an Investment

(d) With a Regular Savings Plan, you can ask us to increase (where permitted), reduce or stop your payments (temporarily or permanently) at any time. We will continue to collect your Regular Savings Plan payments until you tell us to stop. You must tell us at least 12 Business Days before the next scheduled payment date if you want the change to take effect from then.

(e) We can stop your Regular Savings Plan by giving you a minimum of one month's notice in writing, although we will always try to give more notice where reasonably practicable. Where we have given you such notice we will assist you to Re-register your Investments with another provider without charging you a fee if you would like to do so.

(f) Where regular contributions are being made to a Fidelity SIPP by an employer or third party, we will need confirmation from the employer/third party in order to vary the contributions, although we will accept your instruction to stop the contributions or to change the investments.

(g) Where regular contributions are being made to an ISA or GIA through employer, we may need to verify the contributions with your employer. In some cases where there is an issue with the payments or correction information is not provided to us in time, we may have to return the payment to your employer.

1.5 Moving existing Investments

(a) If you have Investments elsewhere, you can request that they are moved to your Fidelity account without having to sell them. This is known as Re-registration. We can only Re-register Investments if offered by your existing provider and if the Investments are available on our Investment Supermarket and are eligible for Re-registration. Your existing provider, may charge you for Re-registration. We do not Re-register fractions of Investments traded on an exchange - that is, less than one Share or unit.

(b) For ISA Investments, if we've previously held the share class of the fund you currently hold, but it is no longer available on our website, we will re-register your investment and you will be Switched to a different class of the same Investment as soon as we have received these Investments from your existing provider.

(c) If your Investments can be Re-registered (and Switched where applicable), we will arrange for them to be registered in the name of our Nominee, which will hold them for you (see clause 2.2 for more information about our Nominee). In addition, any cash held within your account with the other provider can be moved across as well and will be placed in cash within your account with Fidelity. If your Investments are not held as cash or cannot be Re-registered, they will stay with your existing provider and will not be moved to your Fidelity account, except for the Fidelity SIPP and the Investment ISA, where investments that cannot be Re-registered will be sold and the proceeds will be transferred as cash. In order to see how your investments will be moved to us, it is important that you use our online tool to see which outcome will apply to your investment. Please note it is not possible to Re-register investments into a Junior SIPP.

(d) After the Re-registration or Transfer of any Investment, if we receive an income payment, a dividend or other cash amount from your former provider, we will place it in Cash Within Your Account.

(e) Re-registration will usually take up to six weeks to complete (ten weeks for a Fidelity SIPP) but in some cases it may take longer. Contact us for the details or read the 'Moving your investments to Fidelity' document available at [fidelity.co.uk/doingbusiness](https://www.fidelity.co.uk/doingbusiness)

1.6 If you change your mind

(a) As you have invested directly without receiving advice from a financial adviser, cancellation rights do not apply (with the exception of the Fidelity SIPP). This means you do not have the right to cancel your Investments if you change your mind. You may withdraw your money at any time by selling your Investments where the product allows this.

(b) You have 30 calendar days to cancel your Fidelity SIPP if you change your mind. Further details of your rights relating to cancellation and the periods in respect of the same are detailed in the 'Doing Business with Fidelity' document, which will have been provided to you with these Terms. That document also sets out your right to change your mind in relation to transfers-in of benefits which are separate to the right to cancel your account(s) at outset.

(c) If you cancel your Fidelity SIPP you may not get back the full amount you invested. We will refund the money you paid to us, less any adviser charge(s) we have already paid on your behalf (see appendix 2 for more information), any Fund Manager's Buy Charges, Fund Manager's Sell charges or fees incurred when you bought these Investments or when we sell them and any amount by which the value of your investments has fallen. For some investments this could be substantial. If you cancel your Investments, you must pay us back any amounts we have paid to you in respect of the cancelled Investment (for example, if you cancel Pension Drawdown, any tax free cash and income).

(d) We can refund money from a cancellation:

- To the debit card or account from which you first paid us
- By sending you a cheque

If you sent us the money by bank transfer we will normally return it to the same bank account.

If you cancel a transfer in, then you will need to contact the previous provider to check whether they will receive the transfer back. Otherwise you will need to transfer out to a different provider.

1.7 Joint accounts

- (a) If your account is held in joint names, all joint holders are jointly and severally responsible and liable for the account. Unless all joint holders provide consent to accept instructions from a single joint holder, all joint holders must authorise any Switch, sell or withdrawal from or change to the account.
- (b) Where the consent of all joint holders has been provided we will act upon instructions received from any one of the joint holders and we do not accept liability in respect of any payment or other act made or done or omitted to be done in accordance with such instructions. Any of the joint holders may revoke this consent at any time. Further, if any one of the joint holders tells us of a dispute between any of you, we may, though are not obliged to, treat this as notice of cancellation of the authority to act on the instructions of any one joint holder.

2. Holding your Investments

2.1 Looking after your money

- (a) Cash received by FASL, as administrator, under these Terms will be held as client money if required under the FCA Rules. Money destined for the Fidelity SIPP will be transferred to FSTL as Trustee once it has cleared.
- (b) We will deposit any money you pay us in one or more trust accounts with authorised banks for details see [fidelity.co.uk/cashprotection](https://www.fidelity.co.uk/cashprotection). It will be pooled together with the money of other investors. It will be held in Fidelity's name (or its Nominee), but will be separate to any account used to hold Fidelity's own money.
- (c) Cash Within Your Account may be placed in accounts with notice periods or on deposit for fixed terms as permitted by the FCA. Amounts held in notice or fixed term accounts may not be immediately available for distribution to you in the event of an exceptional level of withdrawal requests.
- (d) We will not be responsible for any acts or omissions of the banks
- (e) If a bank becomes insolvent, we will be a creditor and will claim against them on your behalf. If the bank can't repay all of its creditors, you may have to share any loss. You may be covered for part or all of such loss under the Financial Services Compensation Scheme. See clause 9 for more information.
- (f) When payable, interest on Cash Within Your Account held will be credited to your account at rates set out at [fidelity.co.uk/cashprotection](https://www.fidelity.co.uk/cashprotection). The interest is earned daily and paid into your account after the end of each month, less any applicable withholding tax. We reserve the right to retain an amount of the interest received from the bank(s) we deposit your money with for details see [fidelity.co.uk/cashprotection](https://www.fidelity.co.uk/cashprotection)
- (g) When you contract with FISL, acting as authorised fund manager:
 - We will hold purchase monies on your behalf to buy Fund Units. We will segregate monies as client money, provided we have received them more than one Business Day in advance of the settlement date of your purchased Fund Units. It may take up to one Business Day for us to segregate your purchase monies in this way where the money is received one Business Day in advance of settlement of your purchase. When purchase monies are received on the date of settlement they will not be segregated as client money because they will be immediately payable to us.
 - We will hold sales proceeds from the sale of your Fund Units. We will segregate these monies as client money or pay them to you on the settlement date of your sale.
- (h) If you instruct us to acquire or sell Fund Units in a transaction with a fund manager or its distributor, between the times of us giving a fund manager or its distributor your money (in exchange for Fund Units), or us giving them back Fund Units (in exchange for money that will be due to you) there may be times when the fund manager or distributor involved in the transaction is not required (by law or regulation) to protect your money or Fund Units. During this period your receipt of the relevant Fund Units or money will be dependent on the fund manager or distributor remaining solvent and meeting its obligations.
- (i) If we execute your instructions or settle or hold your Investments via an investment exchange, commercial settlement system or clearing house, we may allow them to hold client money on your behalf, in which case if they become insolvent you may have to share any loss.
- (j) Where you instruct us to buy or sell Investments listed on an investment exchange, any cash which we use to settle a buy transaction, or which we receive on your behalf on a sale transaction, will not be treated as Client Money or Cash Within Your Account (as appropriate) for up to three Business Days from the date it enters the relevant commercial settlement system. By giving us instructions to buy or sell such Investments, you consent to us holding your cash in this way.

- (k) In certain circumstances we may, pending receipt of assets, hold cash of equivalent value on your behalf. This cash will be held in a trust account, separate from our monies. In the event of the insolvency of FASL/FSTL, you may have a claim to this cash in addition to any other assets we safeguard on your behalf.
- (l) There are two ways in which we may hold your cash and make it available for use, in a Cash Management Account or as Cash Within Your Account.

2.2 Looking after your Investments

- (a) If prior to 1 June 2015 you invested through an Investment Account in certain Fidelity Products domiciled in the UK or denominated in sterling, and you have not consented to have such Investments registered in the Nominee's name, all of your Investments in that Fidelity Product will be registered in your name and you will be the owner, unless these Terms say otherwise.
 - (b) If you invest in a Fidelity Product domiciled in the UK or denominated in sterling through an Investment Account on or after 1 June 2015 (including where you Re-register Investments to us), these Investments may initially be registered in your name. However, by agreeing to these Terms you give us consent to transfer these Investments to be registered in the name of the Nominee appointed by FASL.
 - (c) In all other cases, your Investments will be registered in the name of the Nominee appointed by FASL (which will be FSTL for the Fidelity SIPP)
 - (d) FASL is responsible for the safeguarding and administration of all Investments registered in the name of the Nominee and is also responsible for the actions and omissions of the Nominee.
 - (e) Investments registered in the name of the Nominee are held in an account with those of others, on your behalf. This means you are still the beneficial owner of your Investments and you will have a claim over them even if the Nominee or FASL becomes insolvent.
 - (f) If you hold any Investments (or specific classes thereof) that we stop offering, we will give you notice and request your instructions as to whether you wish to reinvest in alternative Investments or have your Investments sold and the proceeds returned to you where this is permitted. If you do not provide your instructions within the time specified in the notice, we may Switch you into a similar Investment with charges being similar to or lower than those of your existing Investments or sell your Investments and invest the proceeds in Cash. You can reinvest in alternative Investments from there or where the product allows, ask us to pay the proceeds to you.
 - (g) Where you have fractional holdings in Investments traded on an exchange, we may sell the relevant fractions (e.g. less than one Share) and hold the proceeds for you as Cash if it is not possible, or disproportionately expensive, for us to continue to administer them.
 - (h) There may be instances (e.g. Re-registration or post-trade allocations) where your holdings in Investments are rounded down to two or more decimal places. Any rounding may result in a small, unrecoverable loss to your holding (always less than 0.01 of a unit of the relevant Investment). In rare cases this may mean clients who have made an identical purchase being allocated a different number of units (though never more than 0.01 units difference) if the units received cannot be shared exactly between clients.
- ### 2.3 Income from your Investments
- (a) You can choose to have any income from your Investments paid out to you where the product allows this. We will usually make income payments by direct credit to your bank or building society account. If you want to take regular withdrawals from your Fidelity SIPP you will need to set up Income Drawdown (see Section 3).
 - (b) If, for any reason, we are not able to pay that income to you (for example because the payment to your bank or building society is returned), we will notify you and seek your instructions. If we do not receive your instructions, we may reinvest the income into the original asset or deposit the income in Cash.
 - (c) If you do not want income from Investments paid to you, you may also give us instructions to automatically reinvest it in the same Investments that generated the income. If we do not have any instructions from you we may hold the income as Cash.
 - (d) Where you have instructed us to reinvest the income from your Investments and:
 - In the case of Exchange Traded Products, Shares, Gilts and Corporate Bonds, the income is less than £10 in value (or less than the amount required to buy one whole unit and pay applicable dealing fees, if more)
 - When you receive the income you have already sold or Reregistered the whole of your holding in the Investments which generated it;
 - In any other circumstances where we are unable to reinvest your income, we may not reinvest the income and hold it as Cash.
 - (e) If income from an Investment is payable in a currency other than sterling, we may ask the issuer or its agent to convert the income

into sterling at such exchange rate as they make available to us. Alternatively, we may convert the income into sterling at such exchange rate as we or another Fidelity group company obtain from a bank or other market counterparty. Any costs or charges imposed by the relevant third party will be passed on to you.

- (f) Funds have set periods of time that are used for calculating income payments. When you buy Fund Units part way through one of these periods, part of your first income payment will include an equalisation payment. This is calculated by the fund adding up all of the equalisation payments for all Fund Units of the same class in that Fund. This amount is then divided equally between each of the individual Fund Units that were bought in the relevant period and included within the income payment. The equalisation amount is generally treated as return of capital for tax purposes rather than normal income.

2.4 Investment statements and transaction confirmations

We will send you a statement quarterly to show you a summary of all your Investments held through us. Once you have registered for our online service, you will be able to see an up-to-date summary at any time.

Unless you have otherwise directed us in writing, we will provide you with confirmations of transactions as soon as possible, but in any event, no later than the first business day following execution of the transaction or, if the transaction is executed through a third party, no later than the first business day following receipt of confirmation of the transaction from that third party. Regular Investments into funds will not generate individual confirmation of transactions and these investments will be reported to you in the quarterly statements and valuations although you will receive confirmation of transaction into investments traded on an exchange. We won't provide individual confirmations for fee deductions and withdrawals. You will be able to see the details of regular transactions, withdrawals and fee deductions online and on your quarterly statement.

We will also provide you with all such reporting as may be required from time to time.

3. Changing your Investments

3.1 Your right to make changes.

At any time you can ask us to:

- Sell or (where available) Switch your Investments, or
- Move your Investments to another provider or
- Buy investments from Cash Within Your Account

Further details can be found in Sections 3, 4 and 5

3.2 Making payments out

- (a) When we sell Investments on your behalf you must tell us if you want the proceeds paid out to you where the product allows this. We will normally then pay your proceeds within seven Business Days of receiving your instructions to sell. For more information on settlement times visit [fidelity.co.uk/dealingtimes](https://www.fidelity.co.uk/dealingtimes). If you do not want the proceeds paid out to you or where the product does not allow payments out, proceeds of sales will be held as Cash Within Your Account.
- (b) We can make payments to your UK bank or building society account and we can, at our discretion, choose to only return money to the account used to make the original payment to us. We may also require you to give us evidence of your identity before making a payment to you. We will not generally make payments by cheque or to third parties.
- (c) All payments for UK-based products, and all payments to your UK bank or building society account, are made in sterling and it may take up to three Business Days for the money to clear into your account. If you don't give us the right bank or building society account details you are responsible for any losses, delays or costs that arise as a result.
- (d) If the bank (or other body) holding the money to cover your payments becomes insolvent and we can't access that money, we can delay your payments or hold them back completely. We won't be legally responsible for covering your payments out of our own money.
- (e) You can also ask us to sell Investments on a regular basis in order to provide regular payments out to you. We will require you to specify the amount you would like us to pay you. Because we may have to sell whole numbers of the relevant Investments, and due to rounding, the amount you actually receive may vary slightly from month to month. Please refer to the 'Doing Business with Fidelity' document for more detail on how to ask us to do this.
- (f) You can normally only take withdrawals from the Fidelity SIPP when you have reached the age of 55. See Section 3 below and refer to the 'Doing Business with Fidelity' document for more detail on how to ask us to do this

3.3 Moving Investments out

- (a) If you wish to Re-register your Investments with another provider (or, in the case of an ISA or Fidelity SIPP, Transfer them to another provider), we will do so if your new provider agrees. They may charge you for this.
- (b) If you ask to Re-register an Investment this will normally be arranged through your new provider. We will Re-register the whole of your holding in that Investment.
- (c) We cannot Re-register fractional holdings of Investments from products traded on an exchange. If you have fractional holdings of Investments, we will sell these and pay the money to your new provider.
- (d) After you instruct a Re-registration of all your assets to another provider, if we receive an income payment, a dividend or other cash amount relating to your Investment, we will pay this to your new provider where they will accept this. If we are unable to pay it to your new provider we will, where permitted, pay it into your bank or building society account, or send a cheque, payable to you.
- (e) After you instruct a Partial Re-registration, if we receive an income payment, a dividend or other cash amount (including Regular Savings Plan payments) relating to your Investment(s), it will be retained in your account and we will follow your most recent investment instructions relating to that income payment, dividend or other cash amount. Partial Re-Registration is not available within the Fidelity SIPP and Investment ISA.
- (f) If you tell us that you want to Transfer or Re-register all of your Investments or sell all your Investments within an account and have the proceeds paid to you, we will suspend your account so that no new deals can be made. Once any outstanding deals are complete, we will then move your Investments to your new provider and your account will be closed in line with clause 6.3.
- (g) Re-registration will usually take up to six weeks to complete (ten weeks for the Fidelity SIPP) but in some cases it may take longer. Contact us for the details, or read the 'Re-registration: Moving your investments to Fidelity' document available at [fidelity.co.uk/doingbusiness](https://www.fidelity.co.uk/doingbusiness)

4. Corporate Actions

- (a) We will endeavour to offer you the opportunity to participate in Corporate Actions affecting Investments which you hold through our Nominee. We reserve the right, however, to evaluate each Corporate Action. In certain circumstances, such as when we are not notified with sufficient time (for example by the issuer, the registrar, CREST, or any third-party provider), or you would be required to pass an appropriateness test, we may not be able to offer you the opportunity to participate. The availability of an opportunity to participate may be dependent on you returning a valid election by the deadline specified by us and/or returning any other required forms. It will also be dependent on you holding sufficient cleared funds as Cash in the relevant account(s) to fund the applicable Outturn for the whole of your holding in the affected Investment.
- (b) In the case of mandatory Corporate Actions (i.e. those where you cannot choose the Outturn), the notification may be provided to you after any Outturn has been credited to your account.
- (c) You must return a valid election in respect of any Corporate Action (other than a mandatory Corporate Action) by the deadline specified by us. This will usually be some time before the deadline set by the issuer's registrar. If you fail to do so, we may instruct the default option provided by the issuer's registrar or such other option as we consider appropriate.
- (d) We will endeavour to provide you with an opportunity to sell or exercise any shares, warrants or other receivables you may receive as Outturns. This opportunity may only be made available for a limited period, in which case we will notify you of the applicable deadline.
- (e) How we notify you of a Corporate Action or enable you to participate will depend on the type of Investment concerned as will the charges and costs which may apply. Please see Sections 2, 3 and 4 for the specific details. We will not notify you at the time you place instructions to buy or sell an Investment whether there are forthcoming Corporate Actions for that Investment. It is your sole responsibility to identify them in these circumstances.
- (f) Where a Corporate Action results in you receiving any fractional holdings, we may sell those fractional holdings and credit your account with the cash value from the sale. The cash value may be more or less than that announced to the market for the relevant Outturn. Similarly, if a Corporate Action results in you holding an Investment which we do not permit to be held on our Investment Supermarket, we will sell the Investment and credit the proceeds to your account. We will notify you if this occurs.
- (g) The Outturns available may be affected by the fact that your

Investments are held in a pooled account together with those of other clients, and this pooled holding may be treated as a single holding for Corporate Action purposes. In the event of a Corporate Action which affects only some Investments held in a pooled account, we will take such action as we consider appropriate so that customers are treated fairly. We also reserve the right not to offer any option to you (in the case of a voluntary Corporate Action) where the circumstances require an election to be made in respect of an entire Nominee holding including Investments held for other clients.

- (h) Where Investments or cash are due to you as a result of a Corporate Action, these will be credited to your account as soon as practicable after we receive them. You will not be able to sell or use them until they are credited to your account. In the case of CREST Depository Instruments (CDIs) or any non-sterling denominated Investment, this may take several days and can on occasion exceed the stated time period. Any cash proceeds that we receive in a foreign currency will be converted into sterling at the exchange rate prevailing at the time of receipt, to which a spread (i.e. an additional charge) may be added by our appointed Dealing Partner or any other third party responsible for the conversion. The costs of this will be passed on to you.
- (i) If we are paid a tax adjustment in respect of a dividend on an Investment we will credit your account with the payment, subject to a reasonable charge for administration. We may not pass on payments which do not exceed £1 or the applicable administration charge. For more details please refer to fidelity.co.uk/doingbusiness
- (j) There may be other instances where you will not be eligible to participate in Corporate Actions – for example, due to restrictions imposed by the issuer or the jurisdiction where the issuer is situated. It is your responsibility to assess your eligibility.
- (k) Where a Corporate Action takes place we may, in certain circumstances, be required to cancel any open orders to buy or sell the affected Investment. You will subsequently be able to place a new order taking account of any adjustment in the price of the Investment.
- (l) For any Corporate Actions concerning a US Investment, unless you have a valid W-8BEN form in place, we reserve the right to choose any Outturn on your behalf which we deem necessary to comply with applicable laws.
- (m) We will not notify you of, or facilitate any involvement with, any Class Actions or shareholder action groups.

5. Charges

- (a) It is your responsibility to familiarise yourself with any charges that apply to your Investments. You can find the details in Appendix 2 of these Terms, in our 'Doing Business with Fidelity' document and in the other Essential Documents.
- (b) Charges may change over time. They may change for any of the reasons outlined in clause 10(b).
- (c) Charges may be deducted by:
- Us
 - The relevant fund manager(s) for your Investment(s)
 - Third-party service providers including our appointed Dealing Partners and the market makers which our appointed Dealing Partners use
- (d) You authorise the deduction and retention of all charges, applicable tax and reasonable expenses. All charges are exclusive of Value Added Tax unless stated otherwise. You agree that if we sell Investments to pay charges, we may round the charges up to 0.01 of a unit when we deduct the charge from the relevant Investment.
- (e) We may pay transaction taxes in relation to transactions if we consider this necessary or more efficient for administrative reasons, but this does not mean that we will do so again in the future. We may also convert any transaction tax to sterling at such exchange rate as we reasonably expect to obtain (based on the rates currently offered to us) and charge you this amount. This may be more or less than the exchange rate which we then actually obtain.
- (f) If we make a mistake collecting charges we will correct it as soon as possible, but we may not correct a mistake if it means an adjustment to your account of less than £1.
- (g) Charges can be taken in any or a combination of the following ways:
- from any Cash held in your account(s)
 - from your money before we invest it
 - directly from your Investments in Funds by the fund manager
 - by selling Investments (or from the proceeds of a sale you have asked us to make)

The details for how each type of charge is collected are contained in Appendix 2.

- (h) Charges will usually be taken in accordance with your instructions. However, where monies are due and payable to us, we reserve the right to collect that money as we deem fit. This may include using monies as we deem fit from any monies we hold on your behalf and/or to sell any of your Investments to raise additional money for this purpose (in which case, the usual charges for the relevant sale, e.g. the dealing fee, will also apply).

6. Closing your account(s)

6.1 Your right to close your account(s)

- (a) You can close your account(s) at any time. Closing your account will not affect any transactions you have already asked us to carry out.
- (b) If you ask us to sell all of your Investments and pay the proceeds to you or to Re-register/Transfer all of your Investments, we will suspend your account so that no new deals can be made until the Re-registration/Transfer is complete and we will then also close your accounts. For some products there are restrictions on making withdrawals.
- (c) You can close your Fidelity SIPP at any time by requesting a transfer out to another appropriate Pension arrangement, or if you are 55 or older, by purchasing an annuity or taking Benefits (see section 3). Termination is also effective in the event of your death. Your account(s) remain in force until such time as all appropriate payments and benefits have been completed and charge(s) for your account(s) will continue to fall due during this time.

6.2 Our right to close your account(s)

- (a) We can close your account(s) by giving you a minimum of one month's notice, although we will always try to give more notice where reasonably practicable. In such circumstances we will assist you to Re-register your Investments with another provider (without charging you a fee) if you would prefer to do so.
- (b) We may close your Fidelity SIPP by giving you at least three months' written notice and require you to transfer your investments and cash to another suitable scheme. If you do not make arrangements within this time, we may deem that you have instructed us to sell all of your investments and transfer the cash value to another appropriate scheme that we, in our discretion, may choose and you authorise us to execute documentation on your behalf to complete such arrangements.
- (c) We may, in exceptional circumstances or due to a Legal Requirement, close or suspend your account or suspend the provision of services to you without giving you advanced notice. An example would be if your ISA or Fidelity SIPP has lost (or will lose) its tax-exempt status, or if we consider that your behaviour towards staff has been abusive.
- (d) If we receive notice of your death, any income we receive will be held as Cash (unless you previously elected to have income reinvested), we will stop all regular savings and regular withdrawals (if you have a Regular Savings Plan and/or a regular withdrawal plan/or regular pension withdrawal payments), and we will hold your Investments until we receive the sealed office copy of the grant of representation and instructions from your personal representative(s) or for the Fidelity SIPP, until the beneficiaries are confirmed. If you have a Phased Investment Option which is ongoing, we will invest the remaining instalments in one lump sum.

6.3 How closing your account works

- (a) To close your account where the product permits this, we sell all of your Investments and pay you the money, along with any cash held in your account. The terms of clauses 3.2 and 5(c) and 5(d) will apply. If you are Transferring an ISA or Fidelity SIPP to another provider, we will pay the relevant proceeds and any other cash to that provider.
- (b) When your account(s) are closed, we will take reasonable steps to distribute all investments to you, in accordance with strict requirements set out in the FCA Rules. If we are unsuccessful in contacting you and distributing your investments to you, we may be entitled to distribute investments within the scheme or to charity as permitted.

7. Responsibilities

7.1 Our responsibilities to you

- (a) If we are negligent, knowingly default, act fraudulently, or breach these Terms or the FCA Rules, then we are legally responsible to you for the direct results of our actions.
- (b) If we make a mistake acting on your instructions to deal in, Switch or sell your Investments, we will correct it as soon as possible, and reimburse you for any loss that is a direct result of our error, provided the error and/or loss is greater than a specified minimum

amount determined by us (that will never be more than £5). If we make a mistake in calculating a fee payment or a fund rebate which is not more than £25, we may make the correction into Cash Within Your Account.

(c) We will not be legally responsible to you:

- If you suffer a loss because the value of your Investment falls (and that includes losses as a result of any delays to carry out your instructions because you breach a Legal Requirement or we are checking your identity as required by the money laundering regulations – see clauses 1.3(f) to (h) for more information)
 - If you suffer an indirect, special or consequential loss (this is a loss which is not specifically related to your Investments) or loss of an investment opportunity
 - If you suffer a loss as a result of any action we take, or refrain from taking, in order to ensure that we comply with any Legal Requirement
 - If you suffer any loss as a result of any External Event or as a result of any steps we reasonably take in response to an External Event
 - For any deals on your account made by an appointed power of attorney (or any other person you have authorised or enabled to deal on your account) that are placed without your authority
 - For the performance of any third party involved in providing you with products or services. That includes the issuer or the provider of any Investment which is not a Fidelity Product and any broker, Dealing Partner, market maker or other counterparty used to execute a transaction
 - If we delay or do not execute a transaction because market conditions mean we may not be able to execute a transaction in accordance with our Order Execution Policy or regulatory obligations, or because there are insufficient opportunities to buy or sell the relevant Investment
 - If you suffer a loss because you are unable to place any instructions due to the unavailability of our services, including our online and phone systems, as a result of maintenance or upgrade of systems (and we may not always be able to give you advance notice when such maintenance or upgrade will take place)
 - If you suffer a loss because we are unable to carry out your instructions or order after we have accepted them for whatever reason (other than our negligence, fraud or deliberate default)
 - If you are a corporate customer and you suffer a loss through an unauthorised person fraudulently transacting on your account related directly or indirectly to your internal corporate controls
 - For any profits that we, or any of our agents, legitimately make or receive in relation to your Investments. However where we would make a profit by correcting an error we have made on your account we will allow you to retain the profit (although we may not do this for amounts under £5)
 - If you suffer a loss in any other circumstances where it would be unreasonable for us to be held responsible (including acts or omissions which are ultimately for your protection or benefit)
 - Where your investments are made via payroll deduction, we will not be responsible for any losses caused by the delay or failure of your employer to send us your investment through payroll deduction
- (d) We take responsibility for effecting your Investments only when cleared funds are received by us. We are not responsible for any loss or delay in the payment or transfer of money to us. If we do not receive your payment within seven Business Days of accepting your instructions, we may cancel any Investment transaction, in which case you agree to compensate us for any resulting liabilities.
- (e) We cannot guarantee that access to, or trading in, your accounts online, by phone or post will be available at all times or without delay. We may at our absolute discretion suspend the operation of our online and/or phone services where we consider it necessary. This may be as a result of an External Event, Legal Requirement or for any other reason which we consider necessary for our protection or your protection or benefit.
- (f) Where we are unable to fulfil or execute your instructions due to any External Event or Legal Requirement, we reserve the right to defer your instructions or cancel them and hold the relevant funds as cash within your account(s). In certain circumstances, this may negatively impact the price at which your trade is ultimately executed.

7.2 Your responsibilities to us

- (a) You will provide us with all information we reasonably require. Failure to do so may result in a delay to your instructions being processed. We also reserve the right not to process your instructions before you have sufficient cleared cash in your account to pay for the relevant transaction.
- (b) You agree to compensate us for any liabilities suffered by us in

connection with your Investments and accounts, unless they are caused directly by our negligence, default, fraud, or breach of these Terms or FCA Rules.

- (c) Our service is intended for customers who wish to hold Investments for the medium or long term. We will actively monitor trading levels and may refuse at our discretion to accept your Investment instruction because of your trading history or if we believe your request may be disruptive. We discourage short term or excessively frequent trading in the Investments we make available through our Investment Supermarket as this can harm performance and increase costs.
- (d) You must not use your account for any activity which amounts to Market Abuse. If we reasonably suspect you of doing so we reserve the right to delay or refuse to act on any instructions we receive from you. We may also withdraw other services in such circumstances.
- (e) Before purchasing any US Investment (e.g. a CDI for Shares with an issuer in the US), you will be required to complete a W-8BEN form (or any other form required by law). A valid W-8BEN form may also allow us to claim a reduction in US withholding tax applicable to your US Investments.

8. Your personal information

As part of our business relationship with you, we will need to process your personal data. Our privacy statement setting out our obligations relating to such processing can be found at [fidelity.co.uk/privacypolicy](https://www.fidelity.co.uk/privacypolicy).

9. Complaints and compensation

- (a) If you have a complaint please contact us as set out in clause 1.2(c). We can give you full details of the procedure we have set up for dealing with complaints. If you are not satisfied without response, you can refer your complaint to the Financial Ombudsman Service at: Financial Ombudsman Service,

Exchange Tower,

London E14 9SR.

Phone: **0800 023 4567** or **0300 123 9123**.

Further information can be found at [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)

For complaints about the administration of your Fidelity SIPP you may also be able to refer your complaints to The Pension Ombudsman. For further information please refer to the 'Doing Business with Fidelity' document.

- (b) If your complaint is about a service or product bought online, you can submit the complaint using the Online Dispute Resolution (ODR) platform at the following website address:
<http://ec.europa.eu/consumers/odr>

Complaints submitted to the platform will be dealt with by approved alternative dispute resolution providers, which in our case would be the Financial Ombudsman Service. The platform will facilitate resolution of the complaint rather than actually resolving them.

- (c) We are covered by the Financial Services Compensation Scheme (FSCS) and if we cannot meet our obligations to you, you may be entitled to compensation from the FSCS. The details depend on the type of Investment and the circumstances of your claim.
- (d) In the event of our Default, a claim relating to the administration of your accounts may be covered by the FSCS up to a maximum of £85,000.
- (e) In the event of the Default of a provider of Investments you hold, you may also be covered by the FSCS up to a maximum of £85,000 if the provider is based in the UK, has made a payment to be part of the FSCS, or is the management company for the type of investment fund known as a UCITS. The maximum amount of this protection is £85,000. Another country's compensation scheme may also apply if the provider is based in another country in the European Economic Area.
- (f) For the administration of your accounts, we hold cash balances (including any Cash in your account) in one or more UK-based bank accounts. Deposits held in UK-based bank accounts are covered by the FSCS up to a maximum of £85,000 in the event of the deposit taker's Default. However, any other deposits you hold with the relevant bank(s) will also count towards this limit.
- (g) For more information about how the FSCS might apply to your Investments and money, please visit [fidelity.co.uk/how-is-my-money-protected/](https://www.fidelity.co.uk/how-is-my-money-protected/) or visit the FSCS's website at [fscs.org.uk](https://www.fscs.org.uk)

10. Changing or ending these Terms

- (a) You agree to us assigning all or any of our benefits and obligations under these Terms to any appropriate Fidelity Group Company or any third party which is appropriately regulated and authorised by the FCA. If we do this we will notify you.

(b) We may change these Terms to:

- Comply with or meet any change in Legal Requirements
- Correct any inaccuracies, omissions, errors or ambiguities
- Take account of any reorganisation of the Fidelity Group of companies, or a transfer of rights under clause 10(a)
- Reflect any changes to the services, products or Investments we offer under these Terms, or changes to our systems, our processes and procedures, market practice or customer requirements
- Reflect any changes to the costs that we or third parties incur, which may result in an increase to the charges you pay in accordance with Appendix 2
- Reflect the withdrawal by HMRC of the registration of the Fidelity SIPP Scheme
- Reflect a change in the rate or basis of taxation or levies which affects the Fidelity SIPP or the Scheme.
- Make any other changes which we believe in good faith are reasonable provided that you are not materially disadvantaged by such changes.

(c) If we make any changes to the Terms we will notify you, giving you a minimum of one month's notice of the proposed change although we will always try to give more notice where reasonably practicable. Incidental changes (such as clarity, drafting and typographical amendments) may be made immediately and will be available on the Fidelity website.

(d) If you are not happy with any change we plan to make to the Terms, you can close your account in accordance with clause 6.1 or we will assist you to Re-register your Investments with another provider in accordance with clause 3.4 and we will not charge you a fee.

11. Disputes and governing law

These Terms will be governed by and construed in accordance with English law. You and Fidelity submit to the exclusive jurisdiction of the English courts to settle any disputes arising under these Terms. Neither Fidelity nor you intend any provision of these Terms to be enforceable by any person other than ourselves or our respective permitted successors or assignees.

Section 2: Terms for ISAs

This section applies to Investment ISAs and Junior ISAs.

12. Opening your ISA

12.1 Your ISA manager

Your ISA is managed by us, FASL. We are entitled to delegate our obligations as ISA manager but have no present intention to do so. If we decide to do so we will first satisfy ourselves that any person to whom we delegate such functions or responsibilities is competent to carry them out.

12.2 Making your ISA Investments

- (a) If you ask us to set up an ISA, you must tell us what Investments you initially want to invest in (although not all Investments can be held within an ISA). Until we receive this instruction, any monies received will be held as Cash in your ISA.
- (b) Your ISA Investments will be registered in the name of our Nominee.
- (c) Your ISA Investments will be, and must remain, beneficially owned by you, or, in the case of a Junior ISA, by the child for whom it has been opened. The ISA Investments can't be used as security for a loan.
- (d) Share certificates or other documents evidencing ownership of ISA Investments will be held by us or as we may direct.
- (e) We do not offer a 'flexible' ISA, therefore any subscriptions that you make will count towards the annual subscription limit. The amount subscribed will not be reduced if you make a subsequent withdrawal.

12.3 Moving existing ISAs to Fidelity

- (a) You can ask us to Re-register (and Switch where applicable) your existing ISA Investments to us. You will have to move all of the ISA Investments (that is, covering all the Years for which you hold ISA Investments) from your previous ISA manager and the terms of clause 1.5 will apply. Re-registration of a Junior ISA is not possible.
- (b) We will arrange to Re-register (and Switch where applicable) all of the Investments we can and then we will request that your current ISA manager sells any Investments that we can't Re-register and passes the proceeds to us. We will hold this as Cash within your ISA account. From there you can invest it in any of the eligible Investments available to be held in an ISA through Fidelity. In order to see whether your investment will be transferred as cash, re-registered (and Switched where applicable), you should use the online tool which will show which outcome applies to you.

(c) If you Re-register or Transfer more than one ISA from previous Years to us, we will place all previous Years' ISA holdings in a single account. This means that you will not be able to distinguish between your holdings from previous Years in reports or when viewing holdings.

13. Managing your ISA

13.1 Income from your ISA Investments

- (a) Unless you choose to have income from your ISA Investments reinvested, we will hold all income and all related tax reclaims (after taking off any tax you have to pay) as Cash within your ISA. You cannot choose to have income paid out for a Junior ISA. We will automatically reinvest your income in the same Investments if you hold a Junior ISA.
- (b) If you close your ISA with us, you may still be eligible for income or reclaimed tax from the period in which you held your ISA. We will, as long as it is allowed under the ISA Regulations, pay out income or reclaimed tax to your bank or building society at a date we choose.

13.2 Changing your ISA Investments

- (a) You can Switch (where available) or sell Investments in your ISA at any time and hold the proceeds of sales in the ISA Cash Park or as Cash Within Your Account for your ISA.
- (b) If you invest through Fidelity in Investments (or specific share classes of Investments) which we stop offering through Fidelity, we will give you notice and seek your instructions as to whether you would like us to Switch your Investments or to encash them and hold the proceeds as Cash within an account or within ISA Cash Park. If we do not receive your instructions within the time frame provided for in the notice, we may Switch you into a similar Investment with charges being similar or lower than your existing Investment or hold the proceeds as Cash until you tell us where to invest it.

13.3 Cash and your ISA

Any money we hold for you in your ISA (including money intended for investment) will be held as client money under the FCA Rules.

13.4 Cash and ISA Cash Park

Once it has been opened, you can choose to use the Cash within an account or ISA Cash Park facility (as applicable) for your ISA to hold money while you decide which Investments to invest in.

14. Making withdrawals from your ISA

14.1 Making cash withdrawals

- (a) You can make withdrawals in accordance with clause 3.2. Other than as set out in the ISA Regulations, no withdrawals can be made from a Junior ISA until the child is 18.
- (b) You must leave at least £1,000 (or the equivalent value of Investments) in your ISA, unless we agree otherwise. If you leave less than £1,000, we can close your ISA.

14.2 Moving to another ISA manager

- (a) If you ask us to Re-register or Transfer your ISA to another ISA manager we will do this in line with clause 3.3. We can only Reregister or Transfer your whole ISA (covering all the Years for which you hold ISA Investments) or in the case of a Junior ISA, the whole account in accordance with the ISA Regulations relating to transfers.
- (b) We will process your ISA Transfer out within such time as you may stipulate (not being less than 30 days from the receipt of your instruction).
- (c) If we can't Re-register all of your ISA Investments we will sell the remaining Investments and Transfer the cash proceeds to your new ISA manager if they agree. We will take any money due to us from the Transfer amount.

15. Closing your ISA

15.1 How closing your ISA works

- (a) You can close your ISA at any time by notifying us. We can close it by giving you a minimum of one month's notice but we will always give more than this where reasonably practicable. In such circumstances we will assist you to Re-register your ISA with another provider without charging you a fee should you wish to do so. We will close your ISA without giving you notice if we have to due to a Legal Requirement. This includes if your ISA has lost or will lose its tax-exempt status (see clause 15.2 below).
- (b) Your ISA will be closed in line with the terms of clause 6.3.
- (c) A Junior ISA cannot be closed until the child for whom it has been opened has reached the age of 18.

15.2 If your ISA loses its tax-exempt status

We manage your ISA in line with the ISA Regulations. If your ISA is, or will become, no longer exempt from tax under the ISA Regulations we

must 'void' it, in which case we will close your ISA and notify you.

15.3 When a child turns 18

When a child for whom you have opened a Junior ISA reaches the age of 18, we will automatically convert the Junior ISA into an Investment ISA in their name.

15.4 What we do if you die

- (a) If you die your ISA becomes a 'continuing account of a deceased investor'. To retain this tax exempt status no payment can be made into the ISA. Its status as a continuing ISA remains until either the administration of the estate is complete, the ISA is closed, or three years have passed since death - whichever is sooner.
- (b) After your death, any income we receive will be held as Cash within your ISA unless you had elected to have income reinvested. Any outstanding instalments under a Phased Investment Option will be invested as a single lump sum and we will stop all regular savings (if you have a Regular Savings Plan).
- (c) We will hold your Investments until we receive the sealed office copy of the grant of representation and instructions from your personal representative(s).

15.5 Additional Permitted Subscription (APS): what your Spouse may do if you die

- (a) Your Spouse will be able to claim an APS Allowance if he/she:
 - was living with you at the date of death. That is, not separated under a court order, under a deed of separation, or in circumstances where the separation was likely to be permanent;
 - otherwise is eligible to set up an ISA in accordance with these Terms; and
 - is a UK resident (any non-UK resident Spouses may apply for a transfer of the APS Allowance to an alternative provider under (c) below).
- (b) Your Spouse will be able to make payments during the Subscription Period up to the APS Allowance.
- (c) The APS Allowance may only be transferred to another provider prior to making any payments in.
- (d) An APS can only be made using a paper application form. Subscriptions can be by cash lump sum or transfer of existing investments.

Section 3: Terms for the Fidelity SIPP

16 Opening your Fidelity SIPP

16.1 Scheme Administrator and Trustee

- (a) The Scheme Administrator, currently FASL, will administer the Scheme in accordance with the Trust Deed and Rules. By becoming an account holder you agree to be bound by the Rules, which are available by written request. If there are any conflicts between these Terms and the Rules the Rules will prevail.
- (b) The Trustee, currently FSTL, is the legal owner of all cash and assets within the Scheme, holding them on behalf of the account holders. The assets are held separately from any other assets of companies within the Fidelity group by the Trustee or, on the Trustee's behalf, by a nominee or custodian in accordance with the Trust Deed and Rules. The Trustee will normally exercise any voting rights in respect of any of your investments.

16.2 Accounts

You will usually have one Fidelity SIPP Pension Savings Account into which all regular or single payments you choose to make will be paid. Depending on the Benefits you decide to take and when you wish them to be paid you may have more than one Fidelity SIPP - Pension Drawdown Account. We'll issue a confirmation to you each time that we create a new account for you.

16.3 Payments into your account

(a) Initial payment

You can become an account holder with a:

- A personal contribution(s) (single or regular) from yourself or a third party;
- A payment of a contribution(s) from your employer;
- A permitted Transfer; or,
- Any combination of the above.

(b) If you want to contribute to the Fidelity SIPP you will need to be

- Under the age of 75
- UK Resident for tax purposes or in overseas Crown employment or married to or in civil partnership with a Crown Servant

Applications on behalf of UK Residents under the age of 18 can be made by their legal Guardian who must be responsible for the contract as if they were the account holder, until the individual reaches age 18, including making sure that Revenue contribution limits are not exceeded

(see below)

(c) Tax relief and overpayments

You are wholly responsible for ensuring that all contributions are within allowable limits for tax relief in particular the Annual Allowance and the Money Purchase Annual Allowance. We will repay any overpaid tax relief and interest on the overpayment on demand by HMRC from your account(s) without your further authority. We shall determine requests for the return of contributions entirely at our discretion other than in cases where the request is within the cancellation period (see the 'Cancellation' section 1.6). Any amount refunded may be less than that paid because of charges, investment performance or tax and/or interest applied by HMRC.

(d) Permitted Transfers

Before we can accept a Permitted Transfer:

- we will require certain information from you and the Transferring Scheme. If we don't receive complete and accurate information, we won't be able to accept the Transfer and we'll return to the Transferring Scheme any money or assets that we have already received for that Permitted Transfer. We'll notify you if we do this; and
 - in view of the financial risks involved, we may need satisfactory evidence that you have received advice from an Adviser. We can accept Permitted Transfers in cash, as Re-Registration Transfers or a combination of both. However, for a Re-Registration Transfer we must be able to register and hold such investments on our Investment Supermarket. If we cannot accept an asset it will need to be sold and the sale proceeds transferred to the Scheme.
- (e) Minimum and maximum payments. We set a minimum on the size of any payment that we'll accept into a Fidelity SIPP Account. Where more than one Transfer Payment is being made at the same time, the minimum applies to the total of all those Transfer Payments. We also apply a limit on the minimum amount by which any regular contributions can be varied. While we do not place a restriction on the maximum amount you can pay into a Fidelity SIPP, if you make payments in excess of the HMRC limits, you may be liable to tax and/or penalty charges

(f) Failed payments

If a cheque payment made by you is returned unpaid (bounced) or your direct debit instruction fails, we will inform you of this. In the unlikely event of your cheque being returned unpaid or direct debit failing after we have used it to buy investments, and your Fidelity SIPP Pension Account doesn't have sufficient available monies to cover the purchase proceeds, we will sell those investments or exercise any right to cancel their purchase. You may be charged any reasonably incurred costs or expenses we incur in doing so. If the value we receive for selling or cancelling the purchase of an investment is less than the price we paid for it, we will deduct the difference from the value of your assets. We can decide that we will no longer accept any further payments into your Fidelity SIPP Pension Account(s), provided that we have reasonable reasons for doing so and we notify you of our reasons.

(g) Tax relief on personal contributions

We will reclaim basic rate tax relief from HMRC on your behalf. If you are a higher or additional rate taxpayer you may be eligible to reclaim further tax relief through your Self-Assessment Tax Return. Scottish Residents who pay tax at a rate above basic rate but who don't normally complete a tax return, should contact HMRC. If you are employed and your employer is making contributions, these are paid gross. It can take between 6 and 8 weeks from the end of the month in which you make the contribution to receive tax relief on your personal contributions from HMRC.

(h) Tax charges

You should be aware of the Annual Allowance Charge and Lifetime Allowance Charge which can be imposed in prescribed circumstances. You may elect to use the statutory option to notify us in writing that you want the Annual Allowance Charge to be deducted from your account(s). We will comply with any such notice.

17. Managing your Pension

17.1 Investments

- (a) You may invest into Open Ended Funds and Exchange Traded Products on our platform as well as exchange traded investments such as shares, gilts and Corporate Bonds. These investments are provided by a number of different underlying providers and may be subject to corporate actions such as fund mergers or splits. There is no limit on the number of investments which are on our platform that can be held in your account(s), although a minimum investment amount may apply to the investments. In addition you may leave all or part of your account(s) in the form of cash. The Trustee has absolute discretion as to whether an investment is allowed to be held as an asset within your account(s). The Trustee also reserves the right to sell any investment held as an asset of your account(s) at anytime if, in the Trustee's opinion, the continued holding of

that asset prejudices the Scheme's status as a Registered Pension Scheme. The Trustee may, from time to time and at its absolute discretion, consider other types of investment in addition to those identified above as permitted.

- (b) Changing your investments. You can Switch (where available) or sell Investments in your Fidelity SIPP at any time and hold the proceeds of sales as Cash Within Your Account.
- (c) If you invest through our Platform in Investments (or specific share classes of Investments) which we stop offering, we will give you notice and seek your instructions as to whether you would like us to Switch your Investments or to encash them and hold the proceeds as Cash Within Your Account. If we do not receive your instructions within the time frame provided for in the notice, we may Switch you into a similar Investment with charges being similar or lower than your existing Investment or hold the proceeds as Cash Within Your Account until you tell us where to invest it.

17.2 Cash Within Your Account

Once it has been opened, you can choose to use the Cash facility within your Fidelity SIPP to hold money while you decide which Investments to invest in. All uninvested monies in your Fidelity SIPP will be held as Cash Within Your Account and (provided they have cleared) will be available for investment at any time.

17.3 Tax relief

- (a) Where we have reclaimed tax relief on your behalf, this will be invested in the investment that you purchased with the tax relievable contribution. This will be the case even if you have completely switched out of that investment. If you initially invested in cash, then the tax relief will be paid into Cash Within Your Account and if you want to invest it into different assets you will need to provide an investment instruction. It may take between six and eight weeks from the end of the month in which you make the contribution for us to receive the tax relief from HMRC.

- (b) Tax reclaim on distributions

We will reclaim any tax deducted from a distribution in respect of your investments by processing the appropriate tax vouchers with HMRC. Funds received from HMRC in respect of such tax reclaim will be added to your holding in Cash.

17.4 Reporting

- (a) Regular reporting on your Fidelity SIPP will be made available as outlined in Section 2.4. In addition, statements and other reports may also be issued upon request on an ad-hoc basis, although we reserve the right to charge an additional fee for this. We will notify you of the charge when the ad-hoc documentation is requested.

18. Taking Benefits from your Pension

18.1 Benefits at Pension Date

- (a) Value of Benefits

Your Benefits are not guaranteed. The amount available to provide Benefits at any date will be the market value of the investments held within your account(s) which will depend on:

- The contributions made to your account(s);
- The returns from the investments;
- The charges deducted;
- The cost of converting your account(s) into an income when you decide to take Benefits. Benefits will only be paid in sterling (GBP) to a UK based bank account in your name or to an account on which you are a joint signatory. Payments are by BACS.

- (b) Choice of Benefits

At Pension Date you may, subject to the conditions set out in the rest of this section, choose from the following Benefits:

- Tax-Free Cash (officially known as a pension commencement lump sum)
- Pension drawdown; (a flexible retirement income)
- A lump sum taken directly from your Pension Savings Account (known as an Uncrystallised Withdrawal)
- An annuity; (a guaranteed income for life)

or

- A combination of the options above.

18.2 Tax-Free Cash (pension commencement lump sum)

You will normally be eligible to take a portion of your Pension Savings Account(s) as tax-free cash at your Pension Date. Currently this is 25% of the total value of the relevant Pension Savings Account. A different percentage may be available if you have Transitional Rights. Payments of tax-free cash will normally be made by BACS to your bank account.

18.3 Pension Drawdown

- a) You can take income in the form of pension drawdown from a Fidelity SIPP - Pension Drawdown Account created at a Pension Date provided:

- You have received risk warnings in the form of a telephone conversation or face to face meeting from Fidelity's Retirement Service, using either their guidance or advice service;
- You meet the minimum requirements set out in the pension regulations in force;
- Where you are taking income for the first time, the value of your Fidelity SIPP - Pension Savings Account is above the limit as laid out in the 'Doing Business with Fidelity' document. Where you are taking pension drawdown you may also opt to receive a pension commencement lump sum. This lump sum will be payable from the newly created Fidelity SIPP - Pension Drawdown Account and the balance may then be used to provide you with an income.

If you are transferring in assets from a Registered Pension Scheme from which you are already taking pension drawdown, we may create

a separate Fidelity SIPP - Pension Drawdown Account from which your income will be paid.

You may, take income from your Fidelity SIPP - Pension Drawdown Account (s):

- As a one-off income request;
- Monthly;
- Quarterly;
- Six monthly;
- Yearly

You may choose which of the available regular payment dates you wish to receive your income on.

- (b) Types of Drawdown

There are two types of pension drawdown.

- (i) **Flexi-access drawdown**

With this option you can use all or part of your Fidelity SIPP Pension Savings Account to set-up flexi-access drawdown. You can take up to 25% of the value tax-free and any further withdrawals taken will be taxed at your marginal tax rate in accordance with the tax code we receive from the HMRC for you. There is no upper or lower limit to how much income you can take from the flexi-access Fidelity SIPP - Pension Drawdown Account. When you take pension drawdown from your Fidelity SIPP Pension Savings Account for the first time, a new Drawdown Account will be created in order to separate the part(s) of your pension that are in drawdown from any part that is not yet used to provide drawdown. If you have only taken pension drawdown from part of your Fidelity SIPP Pension Savings Account, you may move further monies into pension drawdown by requesting us to move additional monies from your Pension Account into your existing Fidelity SIPP - Pension Drawdown Account.

- (ii) **Capped drawdown.** This option is only available if you had set up a capped Pension Drawdown Account before 6 April 2015. This option enables you to have access to an income subject to the maximum levels prescribed by HMRC in accordance with tables produced by the Government Actuary's Department. You may continue to remain in a capped Drawdown Account provided you do not exceed the maximum income limit. You may designate additional monies from your Fidelity SIPP Pension Savings Account to an existing capped Fidelity SIPP - Pension Drawdown Account at which point the maximum income level will be recalculated.

Capped drawdown Reviews

The maximum income you can take through capped pension drawdown will generally be reviewed every three years until age 75 and annually thereafter, based on the rates set by the Government Actuary's Department for an individual of the same age at the time of each review. The following events could also trigger a review outside of the three year review cycle:

- You buy an annuity;
- A transfer value is deducted pursuant to a pension sharing order;
- You request a review (which may be subject to the application of a charge); or
- You move additional monies into an existing Capped drawdown Fidelity SIPP - Pension Drawdown Account. We will entirely at our discretion carry out an ad-hoc review request made by you or your Adviser. The maximum income could increase or decrease after each review. You can increase, decrease, stop and restart your income provided that your income doesn't exceed the maximum income. If you want to change the level of your income, you must tell us at least ten Business Days before the next payment date. Following a review, if the maximum annual income you may take from your Fidelity SIPP

- Pension Drawdown Account has reduced below the level of income you have requested us to be paid to you, we will automatically reduce any regular income we pay to you proportionately across the payment intervals.

18.4 Uncrystallised Withdrawals

Uncrystallised Withdrawal is the option to take ad-hoc withdrawals from your Fidelity SIPP Pension Savings Account without the need to set up a Fidelity SIPP- Pension Drawdown Account. 25% of the total withdrawal amount will be tax-free and the rest taxable at your marginal income tax rate. This option does not allow you to set up a regular pension withdrawal instruction.

18.5 Buying an annuity

You can use some or all of your account(s) to buy an annuity at Pension Date from an annuity provider before, after, as well as or instead of taking pension drawdown. If you intend to use your account(s) to buy an annuity we will deduct any outstanding charges from the annuity purchase price.

18.6 Reaching age 75

When you reach age 75, we, in our capacity as scheme administrator, are required by law to conduct a Lifetime Allowance test on your account(s). In the event of a Lifetime Allowance Charge being payable we will deduct this amount from your account(s) and remit it to HMRC.

18.7 Serious ill-health lump sum

If we receive evidence from a registered medical practitioner that you're expected to live for less than one year, you may have the option of taking the proceeds of your Fidelity SIPP Pension Savings Account (s) as a lump sum. The lump sum must satisfy the conditions set out in the Rules.

18.8 Small pots

Under the small pot rules, you may take all your pension benefits in the form of a one-off lump sum provided certain statutory and regulatory conditions are met. More detail on these conditions is set out in the 'Doing Business with Fidelity' document.

18.9 Death benefits

a) Death benefits from Fidelity SIPP Pension Saving Account(s) and Fidelity SIPP - Pension Drawdown Account (s) if you die before the age of 75

The following benefits may be payable:

- Lump sum death benefit;
- Pension; or
- A combination of the above.

Lump sum death benefit: Subject to Legal Requirements, we will pay out the total value of your Fidelity SIPP Pension Savings Account (s) and, if applicable, Fidelity SIPP- Pension Drawdown Account (s) as a lump sum under the Discretionary Trust, unless the person to whom this benefit will be paid elects to receive part or all of it as a pension instead.

Pension: The person to whom we will pay the lump sum death benefit under the Discretionary Trust may use all or part of your Fidelity SIPP Pension Savings Account (s) and, if applicable, Drawdown Account(s) to provide a pension by asking us:

- To purchase an annuity from an annuity provider;
- To pay income to them in the form of flexi-access drawdown (and the relevant provisions of the 'Pension Drawdown' section will apply as appropriate).

(b) Death benefits from Fidelity SIPP Pension Savings Account (s) and Fidelity SIPP - Pension Drawdown Account (s) if you die after the age of 75

The same lump sum or pension benefits are available to your beneficiaries subject to any lump sum death benefits being taxed and any benefits paid out through a beneficiary Drawdown Account being taxed at the beneficiaries' highest rate of marginal tax.

(c) Conditions relating to pension drawdown

A person will be unable to take pension drawdown under this Section unless they have

- Received risk warnings in the form of a telephone conversation or face to face meeting from Fidelity's Retirement Service, using either their guidance or advice service and
- Agreed to be bound by these Terms.

(d) Investments

In the event of your death any investments will continue to be held until a payment(s) has been made under the Discretionary Trust. During this time, however long this may be, the value of investments may fluctuate and we will not be liable for any loss in the value of your account(s) due to a fall in the value of the investments between the date of your death and the date of a payment.

(e) Taxation of benefits

You should be aware of the tax charges which may apply to benefits payable on your death, details of which are set out in the. 'Doing Business with Fidelity' document.

19. Transferring out to other schemes

(a) Subject to regulations, you can ask us to transfer all or part of your pension to another UK Registered Pension scheme or a Qualifying Recognised Overseas Pension Scheme.

(b) If you ask us to transfer only part of your account(s), we may not agree to the transfer if, in our reasonable opinion, it wouldn't be cost effective for us to process the transfer or to administer the part of your account(s) that's left behind.

(c) If the transfer is to a Qualifying Recognised Overseas Pension Scheme, we will deduct any Lifetime Allowance Charge that might apply.

(d) If you ask us to transfer part of your account(s), you must tell us which investments we should sell to make the Transfer Payment. If you ask us to transfer your entire account(s), we will sell all of the investments held for you under the account(s) unless you wish to make a Re-Registration Transfer, in which case you must tell us which investments we should transfer.

(e) We will need time to make sure that we comply with the requirements on transfers in the Rules and we will be unable to make a transfer until we've sold the assets that we need to sell to provide the Transfer Payment.

20. Changes to the Scheme

20.1 Winding up or amendment of the Scheme

The provider of the Scheme (currently FASL) may wind up the Scheme or amend the Trust Deed and the Rules at any time. In the event of winding up, Benefits provided by contributions already paid will be dealt with in accordance with the Rules. You will be notified of the effect on you of any winding up or amendment.

20.2 Changing provider, Trustee or Scheme Administrator

The provider of the Scheme, currently FASL, can replace the Trustee and the Scheme Administrator. The provider can also appoint another party to act as provider in its place.

Section 4 Terms for Open Ended Funds

21. Dealing and investor information

21.1 Dealing in Funds

(a) We will transmit your instructions to buy and sell Fund Units in Open Ended Funds to the appropriate fund manager. The price at which your Fund Units are bought or sold will be the price at the time your transaction is confirmed by the appropriate fund manager. We will act as your agent in all dealings with other fund managers.

(b) Following the sale of Fund Units, the proceeds will be made available as Cash Within Your Account. In the case of Open Ended Funds managed by a Fidelity Group Company, we will usually make the expected amount of the proceeds available as Cash before we actually receive them from the provider. We may also do this at our sole discretion in the case of other Open Ended Funds. In all cases we reserve the right to only make proceeds available as Cash once we have received them as cleared funds from the provider.

(c) We process your instructions as soon as we can which will usually be before we are in receipt of cleared funds from you. As soon as we place your order(s), you are liable to us for the cost of them. If we don't then receive cleared funds within seven Business Days to pay for your order(s), the terms of clause 7.1(d) will apply.

(d) If you ask us to buy, Switch or sell some or all of your Fund Units, we will initiate this as soon as we can after receiving your instruction. If we receive your instruction online or by phone before the relevant intraday cut-off time, we will normally process this instruction on the same Business Day. If you make an instruction by post it may be processed on the Business Day following the receipt of the instruction. In certain circumstances your instruction to buy, Switch or sell may take longer to process. Please refer to **fidelity.co.uk/doingbusiness** for more information on cut-off times.

(e) Minimum investment limits may apply when you buy Units or Switch into Funds. Please see our document 'Doing Business with Fidelity' for more details.

(f) If we make the expected proceeds of a sale of Fund Units available to you and we are then unable to recover the actual proceeds from the provider, you agree that you will pay back the money which we have paid to you.

(g) We will not Switch or sell an Investment if you have asked us to make some other change to it and that transaction is not yet complete.

(h) We will send you a transaction confirmation when a Switch has been completed.

(i) Where we in good faith consider necessary, we may arrange for your Investments to be converted or Switched into Investments of a different class or to be Switched into a similar Investment with charges being similar or lower than your existing Investment. Such circumstances may arise, for example, on Re-registration when we do not offer the same Investment or share class or we stop offering a certain Investment share class. If you ask to re-register an investment into the Fidelity SIPP and we do not offer that investment, we will ask your current provider to sell the investment and transfer the proceeds to us as cash which we will place into Cash Within Your Account.

21.2 Investment reports and voting rights (This section does not apply to the Fidelity SIPP)

- (a) If you hold Fidelity Products and are named on the register (see clause 2.2), you automatically receive copies of the annual reports and accounts and any other information issued to investors. You are also able to attend any meetings of investors and exercise any voting rights.
- (b) If you hold Investments through the Nominee, or have provided consent to move your Investments to the Nominee at a future date:
- if you ask us to, we will arrange for you to receive copies of the annual report and accounts and any other information issued to investors. We may charge £20 for this service.
 - if you ask us to, we will also arrange for you to attend meetings of investors and exercise any voting rights. We may charge £20 for this service.
- (c) Other than Fidelity Products held through the Nominee (where we may exercise the voting rights attached to these Investments unless you choose to exercise them yourself) we will not exercise any voting rights attached to your Investments unless you instruct us to do so.

Section 5: Terms for Exchange Traded Products

22. Dealing

22.1 For Exchange Traded Products, we execute instructions as Market Orders or on an 'At Best' basis at least once on each Business Day (provided that this is a trading day on the relevant market). We use a Dealing Partner to execute these instructions. Where our Dealing Partner executes instructions at a fixed time each day (which we refer to as a 'Dealing Point'), your instructions will only be executed on the day we receive them if we receive and process them by a cut-off time shortly before the Dealing Point. Please refer to [fidelity.co.uk/doingbusiness](https://www.fidelity.co.uk/doingbusiness) for more information on cut-off times.

22.2 Your At Best instructions may be aggregated with those of our other clients at the same Dealing Point. We will only do this where we reasonably believe that this will not operate to your disadvantage. However, it is possible that this may sometimes be to your disadvantage, e.g. where there is limited liquidity in the relevant Investment and the size of the order affects the price which we can achieve or requires it to be executed over a period of time. Please refer to the information on our Order Execution Policy at Appendix 3 for further details in this regard.

22.3 We may also offer to execute instructions on a Limit Order basis. Where applicable, this option may be available on our online service and (as explained in clause 19.9) via phone dealing only. However, we reserve the right to change the medium in which we require instructions to be given. We will give you advance notice if we make such a change. You hereby give us your express instructions and consent that, when dealing with a Limit Order that is not immediately executable, we may exercise discretion not to publish the order.

22.4 We do not aggregate Market Order or Limit Order instructions with instructions from our other clients.

22.5 If we are unable to execute a Limit Order or Market Order in full for any reason at the relevant time, we will not seek to execute it subsequently unless you give us new instructions. If we are unable to execute an At Best order at the relevant time or Dealing Point in full, we may seek to execute it until the close of business on Friday at the end of the relevant week, in accordance with our Order Execution Policy.

22.6 Our Order Execution Policy sets how we seek to ensure that we or our Dealing Partner achieve the best price for you, and the types of counterparty which our Dealing Partner trades with to buy and sell your Investments. Appendix 3 provides a summary of this policy. By giving us instructions, you consent to us following this policy.

22.7 If we are unable to buy the full number or value of Investments which you and our other clients ask us to buy on an At Best basis, we may at our discretion acquire part of your order. At our discretion we may also (but will not necessarily) allocate fractions of Fund Units to you if this occurs.

22.8 Once you have instructed a trade, your instructions cannot usually be cancelled. We may, however, cancel or delay execution of a trade on our own initiative for any of the reasons set out in our Order Execution Policy.

22.9 As soon as we place your order(s), you are liable to us for the cost of them. We will usually require you to hold sufficient funds as cleared Cash in the relevant account ahead of placing your order. In the event that we at our discretion do not require this and we don't then receive cleared funds within seven Business Days to pay for your order(s), the terms of clause 7.1(d) will apply.

22.10 Our charges for dealing in Exchange Traded Products are set out in Appendix 2. We will inform you of the applicable dealing charges, and any transaction taxes we are aware of, when your instructions are submitted.

22.11 Where we in good faith consider necessary, we may arrange for your Investments to be converted or Switched into Investments of a different class or to be Switched into a similar Investment with charges being similar or lower than your existing Investment. Such circumstances may arise, for example, on Re-registration when we do not offer the same Investment or share class or we stop offering a certain Investment share class. If you ask to re-register an investment into the Fidelity SIPP and we do not offer that investment, we will ask your current provider to sell the investment and transfer the proceeds to us as cash which we will place into Cash Within Your Account.

23. Corporate Actions, investor information, voting Rights

23.1 Where we support a Corporate Action, we reserve the right to only accept instructions in a prescribed manner (e.g. online only or from you directly). You will, however, be notified if we make a change. The 'Doing Business with Fidelity' document describes how we currently notify you of Corporate Actions and accept your instructions.

(Sections 23.2 to 23.4 do not apply to the Fidelity SIPP)

23.2 If you ask us to, we will arrange for you to receive copies of the annual report and accounts and any other information issued to investors. We may charge £20 for this service.

23.3 If you ask us to, we will also arrange for you to attend meetings of investors and exercise any voting rights. We may charge £20 for this service.

23.4 Other than Fidelity Products held through the Nominee (where we may exercise the voting rights attached to these Investments unless you choose to exercise them yourself) we will not exercise any voting rights attached to your Investments unless you instruct us to do so.

Section 6: Terms for Shares, Gilts and Corporate Bonds

24. Dealing

24.1 For Shares, Gilts and Corporate Bonds we offer three types of dealing: At Best, Market Order and Limit Order. Some of these options may not be available for certain securities and may only be available online and/or via telephone dealing. However, we reserve the right to change the medium in which we require instructions to be given. We will give you advance notice if we make such a change. You hereby give us your express instructions and consent that, when dealing with a Limit Order that is not immediately executable, we may exercise discretion not to publish the order.

24.2 When dealing At Best, our Dealing Partner will endeavour to execute your instructions at a time which it has set on each Business Day (we refer to these times as "Dealing Points"), provided that the instructions are received by the cut-off time shortly before. Please refer to [fidelity.co.uk/doingbusiness](https://www.fidelity.co.uk/doingbusiness) for more information on cut off times.

If you give us the instructions directly, our Dealing Partner will endeavour to execute them immediately. Your instructions will generally be executed by our Dealing Partner with a market maker or on the relevant exchange. However, if you instruct us to subscribe for shares, Gilts or Corporate Bonds as part of a new issue, we will acquire these on your behalf directly from the issuer.

24.3 If we are unable to execute a Limit Order or Market Order in full for any reason at the relevant time, we will not seek to execute it subsequently unless you give us new instructions. If we are unable to execute an At Best order at the relevant time or Dealing Point in full, we may seek to execute it until the close of business on Friday at the end of the relevant week, in accordance with our Order Execution Policy.

24.4 At Best instructions may be aggregated with those of our other clients at the same Dealing Point. We will only do this where we reasonably believe that this will not operate to your disadvantage. However, it is possible that this may sometimes be to your disadvantage, e.g. where there is limited liquidity in the relevant Investment and the size of the order affects the price which we can achieve or requires it to be executed over a period of time. Please refer to the information on our Order Execution Policy at Appendix 3 for further details in this regard.

24.5 We do not aggregate Market Order or Limit Order instructions with instructions from our other clients.

24.6 If we are unable to buy the full number or value of Investments which you and our other clients ask us to buy on an At Best basis, we will at our discretion acquire part of your order. We will not acquire fractions of Shares, Gilts and Corporate Bonds for you.

24.7 We accept online instructions and may also at our discretion (but usually only in exceptional circumstances) also accept phone instructions. Once you have instructed a trade, your instructions cannot usually be cancelled. The terms of your instructions will be set out in the confirmation we provide to you online or when we repeat your instructions to you over the phone. You must tell us immediately if these are incorrect. We may cancel or delay execution of a trade on our own initiative for any of the reasons set out in our Order Execution Policy.

24.8 We may only process your instructions once we are in receipt of cleared funds. If we do so before we are in receipt of cleared funds, you will be immediately liable to us for the cost of your transaction.

24.9 Our charges for dealing in Shares, Gilts and Corporate Bonds are set out in Appendix 2. We will inform you of the applicable dealing charges, and any transaction taxes we are aware of, when your instructions are submitted.

25. Corporate Actions, investor information, voting rights

25.1 We endeavour to support all types of Corporate Actions for Shares, Gilts and Corporate Bonds. However, for these Investments this service will only be available online and any instructions must come directly from you.

25.2 We will not notify you of, or take any action in respect of, Corporate Actions until your Investments have been registered in the name of our Nominee.

25.3 If you purchase a Corporate Bond issued without a maturity date and such maturity date is subsequently notified to us by the issuer or the relevant investment exchange, we will endeavour to notify you of the maturity date within a reasonable timescale.

26. Investor Information and Voting Rights (This section does not apply to the Fidelity SIPP)

26.1 If you ask us to, we will arrange for you to receive copies of the annual report and accounts and any other information issued to investors. We may charge £20 for this service.

26.2 If you ask us to, we will also arrange for you to attend meetings of investors and exercise any voting rights. We may charge £20 for this service.

26.3 We will not exercise any voting rights attached to Shares, Gilts or Corporate Bonds unless you instruct us to do so.

Appendix 1: Defined terms and their meaning

When we use any of these terms in the plural, their meaning is the same as it is in the singular. The opposite also applies.

Additional Permitted Subscription Allowance – means additional amount your Spouse is able to contribute to an ISA, in addition to the annual subscription limit, up to the higher of the value of the investments in your ISA passed on to your Spouse or as at date of death.

Annual Allowance – is the maximum amount an individual can save into all registered pensions they own in a given Pension Input Period (PIP). An individual's pension savings are the total amount of their contributions and any contributions paid by someone else, for example, an employer.

Annual Allowance Tax Charge - is the tax penalty that you'll pay on contributions to your pension plans that exceed the Annual Allowance, details of which are set out in the 'Doing Business with Fidelity' document.

Application – your Fidelity application form or Re-registration form, including for your Investment Account, Investment ISA or Junior ISA, or Fidelity SIPP (which can be completed online or by phone and in certain circumstances on a paper form).

At Best – means that we and our Dealing Partner will endeavour to obtain the best possible price at the time your instructions are executed but there is no guarantee a particular price will be obtained.

Best Execution - the execution of orders where we have taken all reasonable steps to obtain the best possible result for you at the relevant time, taking into account the execution factors specified in the FCA Rules.

Benefit –

- Any pension commencement lump sum we pay you (tax-free cash)
- Any pension drawdown you may arrange in accordance with the terms set out in the 'Pension Drawdown' section
- Any uncrystallised withdrawal from your Fidelity SIPP Pension Savings Account, small pot payment or ill health lump sum that we pay you
- Any annuity you may buy

Benefits may also be paid to your beneficiaries if you die.

Business Day – a normal business day, excluding Saturdays, Sundays and any UK public holiday. For CDIs, any day the relevant financial market is open for trading is a Business Day.

Cash Management Account – an account that you can hold cash in before you transfer it to another account, or for holding cash to pay fees and charges where permitted.

Cash Within Your Account - cash held within a particular account so that it is available to buy Investments.

CDIs – CREST Depository Instruments which are UK securities representing a stock traded on a non-UK exchange. CDIs offer a straightforward, cost-effective way to trade in a number of overseas stocks and to pay for them and receive dividends in sterling. The list of available CDIs will be updated by us from time to time.

Class Action – litigation or other contentious action conducted on behalf of a group or number of investors.

Client Money - Money which Fidelity a firm holds on your behalf or which we treat as client money in accordance with the client money rules of the FCA. Money which is Client Money is not an asset of Fidelity and so is protected if we were to become insolvent.

Corporate Action – any action by an issuer or fund manager which may affect an Investment. Examples include: call payments, capitalisation, consolidation, conversion, open offers, exercise of warrants, takeovers, and rights issues.

Corporate Bonds – a debt security issued by a corporation or a company and sold to investors.

Dealing Partner – a dealing partner which we have appointed to execute orders. The dealing partners which we currently use are Platform Securities LLP and J.P. Morgan Securities Ltd.

Default – where the FSCS deems that a bank or other financial services provider is unable to meet its obligations to clients (usually because it is insolvent).

Dilution Levy (or Dilution Charge/Adjustment) – a charge by the fund manager of a single priced fund which is added to/deducted from the price to allocate the additional dealing costs of buying/selling assets to the investors trading the fund. This may only apply to deals over a certain size or at times of particular market activity. Details of when it may apply are normally within the prospectus.

Discretionary Trust – means the basis under which lump sum death benefits are paid out by us. We'll decide who should receive such a lump sum, and how much, from the list of beneficiaries described in the Rules. You can help us make this decision by telling us in writing the person you'd like to receive the payment of the lump sum death benefit. This can include the trustees of any trust that you've set up. We'll take your views into consideration but we're not obliged to follow them.

Essential Documents – these Terms and the other documents we refer to in the section headed 'Other Important Documents'.

Exchange Traded Instruments – means Investment Trusts, exchange traded funds (ETF), exchange traded commodities (ETC), Shares, Corporate Bonds and Gilts which are traded on the London Stock Exchange and placed through our Platform Securities LLP Dealing Partner.

Exchange Traded Products (ETP) – means Investment Trusts, exchange traded funds (ETF), exchange traded commodities (ETC) which are traded on the London Stock Exchange and placed through our J.P. Morgan Securities Ltd Dealing Partner.

External Event – any event (or non-occurrence) which is outside our reasonable control. This includes, but is not limited to, a failure or delay in the provision of any of the services as a result of telecommunications or IT failings, strikes or industrial action, emergencies or market conditions/disruptions; and/or a failure of any relevant exchange, clearing house, Dealing Partner or other third party for any reason to perform its obligations, or comply with laws preventing money laundering, fraud or terrorist financing or any other circumstances that are outside our reasonable control.

FASL – means Financial Administration Services Limited

FCA – the Financial Conduct Authority, located at 12 Endeavour Square, London E20 1JN, or any other regulator that succeeds it.

FCA Rules – the FCA's Handbook of rules and guidance (as amended from time to time).

Fidelity – FISL and/or FASL depending on which one manages or offers the particular Investment you invest in or the particular service through which you invest, as set out in the table in Appendix 1. It also includes any company to which we might transfer our rights and responsibilities under these Terms in future (under clause 10(a)).

Fidelity Group Company – Fidelity, any subsidiary of Fidelity, any parent company of Fidelity and any subsidiary of such a parent company.

Fidelity Product – any product managed or operated by a Fidelity Group Company.

FISL – FIL Investment Services (UK) Limited.

FSCS – the Financial Services Compensation Scheme in the UK.

FSTL – means FIL SIPP Trustee (UK) Limited, a company within the Fidelity group of companies, which is currently Trustee of the scheme.

Funds or Fund Units – means units or shares in an Open Ended Fund or Exchange Traded Product.

General Data Protection Regulation (GDPR) – an EU law that has replaced the Data Protection Act (1998).

Gilts – debt securities that are issued by the British government.

HMRC – means Her Majesty's Revenue & Customs.

Ill Health condition – means physical or mental impairment, which in the opinion of the Scheme Administrator (having reviewed appropriate medical evidence provided by the account holder) renders an account holder incapable of returning to an occupation they have already ceased to carry on.

Investment – any Open Ended Funds, Exchange Traded Products, Shares, Gilts, Corporate Bonds or any other retail investment product where applicable.

Investment Account – an account that lets you invest in Investments outside of an ISA, pension or investment bond. In some cases, your Investment Account may also be called the 'Investment Fund Account'.

Investment Fund Account – an alternative name for the Investment Account.

Investment ISA – a stocks and shares ISA account. Your Investment ISA may previously have been called a 'Stock and Shares ISA'.

Investment Supermarket – the UK investment services platform provided and operated by FASL.

Investment Trust – These are closed ended funds structured as PLCs (Public Limited Companies) and are traded on a stock exchange.

ISA – an Individual Savings Account managed under the ISA Regulations. The term ISA includes a Junior ISA. When we refer to ISA we mean your Investments and any cash balances held in your ISA and all income and other rights, and any tax relief that you may receive on them.

ISA Regulations – the Individual Savings Account Regulations 1998 (as amended from time to time). In the case of any conflict, the ISA Regulations will take precedence over these Terms.

Junior ISA – an ISA for people under the age of 18, managed under the ISA Regulations.

Key Information Document (KID) – This provides key information including a summary of the Fund's objectives, risks and charges for certain Funds that do not need to produce a KIID.

Key Investor Information Document (KIID) – this provides key information about a Fund including a summary of the Fund's objectives, risks and charges. Most Funds have a KIID. If a Fund does not have a KIID, it may have a Key Information Document.

Legal Requirement – any applicable law or regulation (including rules made by the FCA or any other regulatory body); a decision by a court, ombudsman or similar body; or any industry guidance or codes of practice which we follow.

Lifetime Allowance – is the total retirement benefits that you can accumulate from all your pension plans without a tax penalty, details of which are set out in 'Doing Business with Fidelity'.

Lifetime Allowance Charge – is the tax penalty on the total retirement benefits which exceed the Lifetime Allowance, details of which are set out in the 'Doing Business with Fidelity'.

Limit Order – the price you set for a transaction when you give us instructions. We will only execute the transaction if we can obtain that price or better by the end of the same trading day on the relevant market (or, if you instruct us on a day which is not a trading day, by the end of the first trading day following your instruction). By instructing a Limit Order you agree that we and/or our Dealing Partner will not disclose it to the relevant market before it is executed. We will not seek to obtain a better price for you than the price you set in your Limit Order.

Market Abuse – illegitimate behaviour which unfairly disadvantages third parties. Examples include insider dealing or market manipulation.

Market Order – means that we enable you to see a live market price and decide whether or not to give instructions to execute the transaction at that price. If that price is no longer available in the market immediately after you instruct us, we or our Dealing Partner will not execute the order. We will not seek to obtain a better price for you than the live market price which we enable you to see.

Money Purchase Annual Allowance – the reduced Annual Allowance that applies to members of money purchase pension schemes who have accessed their pension benefits flexibly, details of which are set out in the 'Doing Business with Fidelity'.

Nominee – the legal owner or custodian of Investments held on behalf of you or Fidelity for whose acts and omissions FASL is liable.

OEIC – an open ended investment company based in the UK, including any sub-fund of an umbrella company.

Open Ended Fund – a fund (such as an OEIC or Unit Trust) which creates and redeems Fund Units to meet investor demand and which is not listed on an investment exchange.

Order Execution Policy – the internal policy which we follow so that we can deliver Best Execution to our clients.

Outturn – a Share, warrant, cash or other receivable which you can receive from a Corporate Action.

Partial Re-registration – where you instruct us to Re-register only some of your Investment holdings to another provider and you leave the rest in your account with us.

Pension Date – the date we start paying you a Benefit from your account. Your Pension Date cannot be earlier than your 55th birthday, unless:

- You have a Protected Pension Age in relation to benefits you have transferred to the Scheme on a non-voluntary basis and your Pension Date relates to all of the assets in the account set up for that transfer
- You meet the Ill Health Condition

There is no maximum Pension Date but if you die on or after your 75th birthday, any lump sum death benefit paid will be taxed at the beneficiaries marginal tax rate.

Pension Drawdown Account – means an account to which a Pension Date has been applied.

Pension Savings Account – (also known as an uncrystallised account) means an account to which a Pension Date has not been applied.

Permitted Transfer – means the transfers into the Scheme which we will accept, which may take the form of a Transfer Payment or a Re-Registration Transfer, details of which are available on request. We can only accept transfer payments from final salary pension schemes, or any other occupational pension schemes, where safeguarded rights exist provided at the point the minimum legal and regulatory requirements are met and subject to any other terms as we may prescribe.

Platform Product – any Investments managed or offered by FASL.

Protected Pension Age – means a right, on 5 April 2006, to draw a pension before age 55 as set out in the rules of the scheme as at 10 December 2003 under which the pension accrued.

Qualifying Recognised Overseas Pension Scheme (QROPS) – means, as explained in the Rules, a pension scheme based outside of the UK to which a UK Registered Pension Scheme is allowed to transfer money or assets however a tax charge may apply in certain circumstances.

Receiving Scheme – means a pension scheme (or other pension arrangement or policy) of which you are a member and to which you want to transfer some or all of your investments.

Recognised Fund – an offshore fund recognised in the UK under applicable regulation.

Registered Contact – the person who can give instructions on a Junior ISA, in line with the ISA Regulations.

Registered Pension Scheme – is a pension scheme registered by HMRC.

Relevant UK Earnings – means income from employment or which is immediately derived from a trade, profession or vocation or patent income of an individual in respect of an invention.

Re-registration – when Shares held for you are moved to us from another fund provider or investment service provider, or moved from us to another fund provider or investment service provider, without being sold.

Rules – means the rules of the Fidelity Retail Pension Scheme (available on request).

Scheme – means the Fidelity Retail Pension Scheme, a Registered Pension Scheme under Chapter 2 of Part 4 of the Finance Act 2004.

Scheme Administrator – means the company or person or group of individuals appointed to administer the Scheme in accordance with the Rules. FASL is the current Scheme Administrator.

Shares – means: (i) UK equities or (ii) non-UK equities (held in the form of CDIs).

Spouse – means a person married to or in a civil partnership with the investor.

Stocks and Shares ISA – an alternative name for the Investment ISA.

Subscription Period – means 3 years from the date of death, or 180 days after probate being granted, whichever is later.

Switch – related transactions in which Investments are sold and then the proceeds are used to buy other Investments.

Terms – these terms (as amended from time to time).

Transfer – when Investments are sold and the cash is transferred to another fund manager or investment service provider.

Transferring Scheme – means a pension scheme (or other pension arrangement or policy) of which you are a member and from which you want to transfer some or all of your investments.

Transfer Payment –

- A payment made into your account from another fund manager or investment service provider or
- A payment made from your account into an account with another fund manager or investment service provider

Transitional Rights – means the mechanism set up by HMRC when they simplified the pensions tax regime from 6 April 2006 to protect rights built up before that date. Trust Deed – means the trust deed dated 4 February 2013 pursuant to which the trust was set up and the Fidelity

Retail Pension Scheme established.

Trustee – means the trustee of the Fidelity Retail Pension Scheme. The current Trustee is FSTL. UK – means the United Kingdom of Great Britain and Northern Ireland excluding the Isle of Man and the Channel Islands.

Uncrystallised Withdrawal – means a withdrawal being made from your Pension Savings Account under the Uncrystallised Funds Pension Lump Sum (UFPLS) rules set out in the Taxation of Pensions Act 2014.

Unit Trust – an authorised unit trust based in the UK.

We, our or us – the relevant Fidelity company, as set out in the table in Appendix 1.

Year – a tax year beginning on 6 April in any calendar year and ending on 5 April in the following calendar year.

You, your or yourself – the person who does business with us under these Terms, including your personal representatives, the Registered Contact for a child investing in a Junior ISA or the Fidelity SIPP and your authorised representatives or agents.

| Company | When you will contract with them |
|---------|---|
| FISL | when you give us instructions to invest in Funds managed by FISL that are not offered nor distributed by FASL <ul style="list-style-type: none"> • when you receive certain other administration services in relation to Investments in Funds managed by FISL and you have not yet consented for these to be registered in the name of our Nominee |
| FASL | For all other instructions you give us and services you receive from us, including: <ul style="list-style-type: none"> • when you invest through an ISA or Junior ISA • when you invest in any Fidelity Product managed, distributed or offered by FASL or use any platform service • when you invest in Fidelity's Luxembourg-based SICAV funds • when you Switch from a Fidelity Product managed by FISL to a product managed or offered by FASL (where this is for a transaction with FISL, FASL is acting as FISL's agent) • when you make an investment by cheque, debit card or direct debit, the payment transaction is with FASL |
| FSTL | FSTL is the Trustee of the Fidelity Retail Pension Scheme and the administrator of the Pension is FASL. You will contract with both of these companies when you become a member of the Fidelity SIPP. |

Appendix 2: Charges

This appendix lists all of the charges that could apply. You can also find out more about these charges in our 'Doing Business with Fidelity' document.

The charges you pay will depend on your particular Investments and the services you use.

1. Investment charges

The table on the next page lists the main charges applicable to your Investments that are charged by the fund manager or equivalent. Current charges are available in the Essential Documents for your Investments. Find out how to get these documents at fidelity.co.uk/doingbusiness Where available, any rebates (such as rebates for the OCF charge explained below) which we receive from the fund manager will be:

- Reinvested into the specific fund that generated the rebate; or
- Reinvested into your largest fund holding (if this is how your account has been set up) or
- (if the above options are not possible) held as Cash Within Your Account

Rebates will be reinvested on a quarterly basis. Rebates of less than £1 will either be reinvested into the largest holding or will not be reinvested and will be held as Cash Within Your Account depending on how your account is set up. For the purposes of FCA client money rules, rebates become due and payable to you at the point we settle the reinvested Fund Units or when the rebate is paid into the relevant account, which will be no later than 45 Business Days following the end of the period. In certain circumstances, such as if you instruct us to close your account before this rebate is paid, we will not pay you any rebate for the previous quarter.

| Name of charge | How and when taken |
|------------------------------|--|
| Ongoing Charge Figure (OCF) | Investment Accounts, ISAs and Fidelity SIPP – Fund Units The OCF represents the charges you pay the fund manager for holding an Investment on an ongoing basis. The charges are taken directly from the Investment, usually on a daily basis. They are shown as an annual percentage of the value of your holding in the relevant Investment. These charges may vary from year to year. The transaction costs that the manager incurs through dealing within the fund are not included in the OCF and will be disclosed separately. |
| Performance Fee | Investment Accounts, ISAs and Fidelity SIPP – Fund Units Some Investments impose an extra fee when they exceed pre-defined performance targets. This fee will be taken directly from your holding in the Investment. For Investments that quote an OCF (and have a key information document), any Performance Fee will be shown separately to the OCF. In some cases the Performance Fee may be negative. |
| Fund Manager's Buy Charge | Investment Accounts, ISAs and Fidelity SIPP – Fund Units This is charged and deducted by the fund manager on certain occasions that they will determine when you buy Fund Units. It is most commonly taken as a Dilution Levy as explained in the Doing Business with Fidelity. Not all Investments incur a Fund Manager's Buy Charge. |
| Fund Manager's Sell Charge | Investment Accounts, ISAs and Fidelity SIPP – Fund Units This is charged and deducted by the fund manager on certain occasions that they will determine when you sell Fund Units. It is most commonly taken as a dilution levy as explained in the Doing Business with Fidelity. Not all investments incur a Fund Manager's Sell Charge. |
| CDI Charge | Investment Accounts, ISAs and Fidelity SIPP – CDIs Transactions in CDIs may be subject to additional charges comprised of the market maker's margin and costs, as well as any foreign exchange conversion costs and settlement fees. Foreign exchange conversion costs are calculated at a rate based on the prevailing interbank exchange rate, to which an additional spread may be added by the market maker. |
| UK Stamp Duty Reserve Tax | Investment Accounts, ISAs and Fidelity SIPP – UK Shares A tax levied when you purchase some UK Shares. It is charged as a percentage of the transaction value, which is currently 0.5% in the UK. |
| Irish Stamp Duty Reserve Tax | Investment Accounts, ISAs and Fidelity SIPP – Irish Shares A tax levied when you purchase Irish Shares. It is charged as a percentage of the transaction value, which is currently 1% in Ireland. |

| Name of charge | How and when taken |
|--|---|
| UK Panel of Takeovers and Mergers Levy | Investment Accounts, ISAs and Fidelity SIPP – UK Shares This levy is a flat rate charge of £1.00 collected on all buys or sells over £10,000 of UK Shares, and is used to finance the Panel on Takeovers and Mergers (POTAM). |
| Irish Takeover Panel Levy | Investment Accounts, ISAs and Fidelity SIPP – Irish Shares This levy is a flat rate charge of the sterling equivalent of €1.25 on all buys or sells over €12,500 of Irish Shares, and is used to finance the Irish Takeover Panel. |

2. Service charges and dealing fees

You can find the current Service Fee and dealing fee rates in our 'Doing Business with Fidelity' document and in the other Essential Documents

for your Investments and online at [fidelity.co.uk/doingbusiness](https://www.fidelity.co.uk/doingbusiness)
All charges and fees may change in the future.

| Name of charge | How and when taken |
|--|--|
| Service Fee | Investment Accounts, ISAs and Fidelity SIPP A Service Fee will be charged in return for providing platform services and is paid to us for, where applicable, custodian services and other ancillary support activities associated with your Investment. These activities include: performing servicing transactions, the safeguarding of your holdings, the provision of reports and statements and access to Fidelity personnel in relation to any queries you may have on your account. The Service Fee is charged as a percentage of the assets you hold or as a flat fee, depending on the type of product and/or the value of your Investments. The Service Fee does not apply to Cash Within Your Account. It is an annual fee that is payable monthly in arrears. The applicable Service Fee for the accounts you hold individually is based on the value of all of your accounts. Joint accounts are charged separately. The Service Fee is paid from cash First in the account or group of accounts which accrued the charge. If needed to make up the difference, we will sell some of your investments, normally starting with the largest investment in your account. We will try not to sell investments that carry dealing charges like exchange traded instruments, unless they are the only investments you hold. We may, at our discretion, decide to discount or waive this fee. If you add an adviser to your account the rates applicable to you may change. We will notify you of any changes to your charges if this happens. If we can't collect any fees due for a period, we may add what you still owe to the amount we collect at the next due date, and keep doing this until the balance has been paid. For the purposes of the FCA client money rules, the Service Fees will become due and payable to us no later than five Business Days after Investments have been sold to collect them. |
| Dealing fees for all Exchange traded investments/instruments | Investment Accounts, ISAs and Fidelity SIPP – Exchange traded investments A fixed cash amount charged when Shares, Gilts or Corporate Bonds are traded through our Dealing Partner. The rate will depend on the type of trade (buy, sell, switch or regular transaction such as Regular Savings Plans, regular withdrawal plans, rebalancing, dividend reinvestment and tax relief) whether the trade is made as a Market Order, Limit Order or aggregated trade, and whether the trade is made through our online services, by phone or by paper (where available). It is taken by the Dealing Partner at the time the relevant transaction is made via the cost of your Investment or from the sale proceeds. We will tell you the amount of this fee in advance. |
| CDI Charge | Investment Accounts, ISAs and Fidelity SIPP - CDIs: Charged when you buy or sell a CDI. It is taken by the Dealing Partner at the time the relevant transaction is made via the cost of your Investment or from the sale proceeds. We will tell you the amount of this fee in advance. |

Appendix 3: Our Order Execution Policy

Disclosure Statement

Overview

This document provides important information on our Order Execution Policy, which is the policy we follow to ensure that we deliver Best Execution of your orders. How we approach Best Execution is based on the type of dealing instructions you give us and the Investments you instruct us to buy, sell or Switch.

The service we provide to you is designed to facilitate trading in a number of markets and with many different fund providers. By accepting these Terms you consent to us:

- following our Order Execution Policy when we execute your orders and
- executing your orders outside of a Regulated Market or Multilateral Trading Facility where we consider this appropriate to deliver Best Execution. This will be the case where, for example, we place your order directly with a fund manager. Execution outside of a Regulated Market or Multilateral Trading Facility venue may involve certain risks, including greater counterparty risk.

The terms in bold are defined in the Glossary at the end of this document.

Achieving Best Execution

When executing orders on your behalf, we will take all sufficient steps to obtain the best possible result for you taking into account the following execution factors:

- the price of the investment
- the costs related to execution
- the speed of execution
- the likelihood of execution and settlement

- the size of the order
- the nature of the order and
- any other consideration relevant to the execution of the order

If you have been classified as a retail client, we will always give the highest degree of importance to achieving the best possible overall price for your order, taking into account any associated costs and charges.

We will take all sufficient steps based on the resources available to us to satisfy ourselves that we have processes in place to enable us to deliver Best Execution when executing your orders. However, you should note that this may not necessarily equate to achieving the best possible overall price for your order in every case. We undertake comprehensive monitoring of our trading performance to ensure that the instances where this is not achieved are minimal. In some circumstances, for some clients, orders, Investments or markets, we may determine that other execution factors are more important than the overall price in obtaining the best possible execution result. In determining the relevant importance of the execution factors we consider the characteristics of:

- the client (including the categorisation of the client as retail or professional)
- the client order
- the Investments that are the subject of that order
- the execution venues to which that order can be directed

If we consider that we are, or may be, unable to comply with our regulatory obligations in relation to Best Execution for any reason (e.g. market disruption or technology failure), we may delay execution of your instructions. In such circumstances, we may also request that you resubmit your instructions if you wish to proceed. These Terms also describe other circumstances in which we may be unable to accept or execute your instructions.

How your UK orders in Exchange Traded Securities are routed.

We currently use two Dealing Partners when we execute orders in Exchange Traded Securities listed in the UK. The Dealing Partner which we use for any order will depend on the arrangements we have in place with you. The relevant Dealing Partner may execute your order in a number of ways, including by routing it to one of our selected Retail Service Providers (RSPs) or to another execution venue, or by buying or selling the relevant securities itself without involving an RSP or other execution venue. We have chosen the RSPs based on their ability to provide competitive pricing and suitable stock coverage, together with their financial stability and overall settlement performance record.

We offer At Best execution for all types of security. We may also be able to offer Market Order and Limit Order execution for the securities you wish to trade in, as explained in the Terms. For Market Orders, the relevant Dealing Partner will always obtain quotes from one or more of our RSPs and route your order to one of them. In the event that a Market Order cannot be executed immediately we will at the next available opportunity give you the option to deal instead on an At Best basis, either online or over the phone via our call centre. The next available opportunity may however be on the next business day on which the relevant market is open.

Every trading day, the LSE operates a pre, post, and intraday auction. During the auction it might not be possible to obtain real-time quotes for LSE listed securities, in which case we will not offer Market Order execution for those securities. At Best and Limit Order execution should be unaffected by these auction periods.

How your international orders are routed

We obtain exposure to international securities on your behalf through CREST Depository Interests (CDIs). International orders are routed in the same manner as UK orders with the exception that we only route orders to RSPs who specialise in CDI trading. This may reduce the number of RSPs from which we can obtain quotes, however we will still take sufficient steps to achieve the best possible price for the order. The times during which we are able to accept your instructions or execute your order may differ to those for Exchange Traded Securities listed in the UK.

How we treat specific instructions, including those for Market Orders and Limit Orders

When you give us instructions to execute on a Market Order basis we will seek to then execute your order at the price we have quoted and you have agreed in your instructions. We will not seek to obtain a better price than the price we have quoted. We obtain the price we quote for Market Order execution by requesting quotes from some or all of our RSPs. The number of RSPs from which we can obtain quotes may be reduced by factors such as extreme market conditions or loss of means of communication.

When you give us instructions to execute a Limit Order, we will execute your instructions at the first opportunity we have to obtain the minimum or maximum price you have specified for the whole of your order, but we will not seek to execute your instructions at a better price than this. Apart from permitting you to specify the price you wish to achieve if you instruct us on a Market Order or Limit Order basis, we will not accept specific instructions from you regarding the execution of your order.

We do not guarantee that we will be able to execute Market Order or Limit Order instructions at the price we have quoted and/or you have specified in your instructions.

Where we execute your order (execution venues)

For Exchange Traded Securities, the available execution venues may include one or more Regulated Markets, Multilateral Trading Facilities (MTFs), Market Makers, liquidity providers or other entities that perform a similar function. At the date of this policy, the venues we are most likely to use to execute retail client orders for listed securities are the Main Market of the London Stock Exchange (LSE) and AIM, and these trades will be dealt in accordance with the LSE's rules. We also regularly use the following Regulated Markets and MTFs for such orders as this helps us to consistently achieve Best Execution:

- Turquoise
- Bats Europe

For CDIs and certain investment trusts, exchange traded funds and exchange traded commodities, your instructions may also be executed outside of a Regulated Market or MTF. By accepting these Terms, you have consented to us placing your orders for execution outside of a Regulated Market or a MTF when we consider this appropriate to achieve Best Execution. We have negotiated what we believe are competitive fees for the dealing services provided, and we will continue to monitor these costs. We will also monitor the prices the Dealing Partners achieve on a t basis to satisfy ourselves that they, in turn, meet their execution obligations.

We will monitor these arrangements and consider what other possible execution venues, Dealing Partners and RSPs we could use, and whether doing so would generate a better result for you, so that we can implement any necessary changes from time to time.

How we aggregate orders

If you have given us instructions on an At Best basis, your order may be aggregated with orders from other clients. This means your order will be grouped with other client orders with common characteristics, in advance of the aggregated order being placed for execution with the relevant Dealing Partner.

We will seek to aggregate common order types in this way at least once per business day (or per day on which the relevant execution venue is available), at a pre-defined cut-off point. These orders will then be sent for market execution as soon as is practicable after the cut-off point. Aggregation enables us to achieve low execution costs and it is unlikely that it will work to the overall disadvantage of any client. However, it is possible that on occasion it will result in you receiving a less favourable price than would have been achieved, had your instructions been executed separately.

Partial execution

In the unlikely event that an At Best order cannot be executed in full (i.e. 100% of the relevant number or value of securities), we will work with our Dealing Partner to execute as much of the order as possible. We will continue attempting to execute the remaining part of your order on each business day until the end of Friday in the relevant week (or until the end of the last business day in the relevant week, if sooner) at which point we will cancel any unexecuted portion of the order and allocate the executed portion to your account. Partially executed aggregated orders will be allocated to our clients' accounts on a pro-rated basis. Limit Orders are approached differently because they have to be executed in full (i.e. 100% of the relevant number or value of securities) at the time the relevant limit price becomes available for the whole of your order. If the limit price you have specified does not become available for the whole of your order by the market closing time on the day your instructions are due to be executed, your Limit Order will then be cancelled. If you then want your cancelled instructions to be executed on the next business day, you will need to place a new Limit Order. Additionally, please be aware that by accepting these Terms you agree that we and our Dealing Partners will not disclose or publish details of your unexecuted Limit Orders.

We will only execute a Market Order if we can obtain the price we have quoted to you, and which you have agreed to in your instructions, for the whole of your order in the 15 seconds following the time we provide you with our quoted price. If we cannot obtain the quoted price in this time frame, your instructions will be cancelled.

Dealing in Open Ended Funds (OEICs, SICAVs, Unit Trusts)

The only method available for dealing in most Open Ended Funds is to transmit orders to the relevant operator of the fund or its agent for execution. For the most part such operators will, therefore, be the only execution venue that we use for these orders. If the relevant Open Ended Fund is listed (for example because it is used as a vehicle to provide exchange traded assets or funds), we may execute your order in the same way as for any other UK order in Exchange Traded Securities.

By agreeing to these Terms, you agree to the execution of your orders in Open Ended Funds being carried out outside of a Regulated Market or Multilateral Trading Facility.

Large orders

For large size orders (£100,000 or more in value), we may require you to give us your instructions via our call centre, not online.

Monitoring of Efficiency of Active Trading

The purpose of our monitoring programme is twofold:

- to test the effectiveness of our overall execution arrangements and,
- to have oversight of our regulatory obligations on best execution. Through a combination of systematic testing and sample analysis, we seek to identify any trends or outliers against relevant benchmarks e.g. indicative market rate and interval Volume Weighted Average Price. We also monitor and review the execution quality of our Dealing Partners to ensure continued compliance with our order execution arrangements and policy. We are therefore responsible for monitoring and reviewing our own internal processes for ensuring the selection of appropriate venues to enable the achievement of 'best execution' for the trading we undertake on behalf of our clients. We also evaluate the order execution arrangements of our Dealing Partners (for example, by receipt and review of their execution policies) as well as the execution quality of these entities.

We will summarise and make public, on an annual basis, for each class of financial instruments, the top five investment firms in terms of trading volumes where we have transmitted or placed orders for execution in the preceding year, and information on the quality of execution obtained.

Reviewing our Order Execution Policy

Our Order Execution Policy is formally reviewed at least on an annual basis. The purpose of the review is to carry out an overall assessment of whether the Policy and our execution arrangements are designed to enable us to obtain the best possible result for the execution of our client orders.

This review includes consideration of:

- The inclusion of additional or different execution venues or entities;
- The removal of any existing execution venues or entities; and
- Any modifications required to this Policy, including adjustment to the relative importance of the best execution factors.

Our Order Execution Policy will also be reviewed on the occurrence of a material change in our dealing arrangements or a material change in our underlying regulatory obligations. For the purposes of the Policy, a material change means a significant event of an internal or external nature that could materially impact factors or parameters of best execution such as cost, price, speed, likelihood of execution, likelihood of settlement, or any other consideration relevant to the execution of the order. We will notify you of any material changes to our execution arrangements or the Order Execution Policy. We will also update the list of execution venues and entities when necessary. Clients will not be notified separately of any changes unless it constitutes a material change. The addition or removal of a Dealing Partner or RSP from our approved list would not typically be deemed a material change. The most up-to-date version of this Order Execution Policy Disclosure Statement, including any amendments we make in future, will be available from our website fidelity.co.uk.

Glossary

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| At Best | An execution method where we and our Dealing Partner endeavour to obtain the best possible price at the time your instructions are executed, but there is no guarantee as to the price which will be obtained. |
| Best Execution | The execution of orders where we have taken all reasonable steps to obtain the best possible result for you at the relevant time, taking into account the execution factors specified in the FCA Rules. |
| CDI or CREST Depository Interest | A CREST Depository Interest (CDI) is a UK security that represents a stock traded on an exchange outside the UK. CDIs offer a straightforward, cost-effective way to trade in a number of overseas stocks and to pay for them and receive dividends in sterling. The list of CDIs we make available will be updated from time to time. |
| Dealing Partner | A dealing partner which we have appointed to execute orders. The dealing partners which we currently use are Platform Securities LLP and J.P. Morgan Securities Ltd. |
| Exchange Traded Securities | Securities which are admitted to trading on one or more Regulated Markets or other investment exchanges. |
| FCA | The Financial Conduct Authority, located at 12 Endeavour Square, Stratford, London E20 1JN). The FCA is our regulator in the UK. |
| FCA Rules | The FCA's Handbook of rules and guidance (as amended from time to time). |
| Limit Order | An execution method where your instructions specify a maximum price for us to buy, or minimum price for us to sell, securities. |
| LSE | The London Stock Exchange, the primary stock exchange in the UK. Its markets include AIM (formerly known as the Alternative Investment Market) and the Main Market. |
| Market Maker | An LSE member firm which takes on the obligation of continually making a two-way price in securities. Market Makers generally deal with brokers buying or selling stock on behalf of clients. |
| Market Order | An execution method where we enable you to see a live market price and decide whether or not to give instructions to execute the transaction at that price. If that price is no longer available in the market immediately after you instruct us, your order will not be executed. |
| Multilateral Trading Facility (MTF) | A system which brings together multiple third-party buyers and sellers of financial instruments and operates in accordance with non-discretionary rules (e.g. Turquoise). |
| Open Ended Fund | An Open Ended Investment Company (OEIC), Unit Trust or Société d'Investissement à Capital Variable (SICAV). |
| Order Execution Policy | The internal policy which we follow so that we can deliver Best Execution to our clients. |
| Regulated Market | The systems of an authorised market (such as the Main Market of the LSE) which: <ul style="list-style-type: none"> • enables multiple parties to buy and sell financial instruments which have been admitted to the market according to its rules and • are fully authorised and function regularly in accordance with the provisions of the European Markets in Financial Instruments Directive |
| Retail Service Provider (RSP) | A Market Maker which receives order flow from our order management system to enable electronic trading in UK listed securities or CDIs. |

How To Contact Us

You can contact us in a number of ways:

Through sending us a secure message through your online account (if registered with us) at any time

By calling us on 0800 41 41 61 (Monday to Friday 8am to 6pm, Saturday 9am to 2pm)

By writing to us at
Fidelity Personal Investing,
Oakhill House, 130 Tonbridge Road,
Hildenborough, Kent TN11 9DZ.

If you call or write to us (and are an existing customer), we will need your 10-digit customer reference number for security purposes. You'll find this number on the statements we send to you.

