

# Barclays and you Plan & Invest terms Your agreement with us



Protected

We, Barclays Investment Solutions Limited, provide wealth and investment products and services. We are authorised and regulated by the Financial Conduct Authority (12 Endeavour Square, London, E20 1JN) with reference number 155595 and are a member of the London Stock Exchange and the Aquis Exchange. We are registered in England, with registration number 2752982. Our registered Office is 1 Churchill Place, London, E14 5HP.

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# 1. Welcome

## What you need to know

- Plan & Invest is an online service for customers who want professional help to invest. See ‘How we communicate’ on page 16 for how we will send each other information and documents electronically and how you can ask us any questions about Plan & Invest, these terms or any other documents.
- The Plan & Invest service includes planning, investing and safekeeping.

## Planning

Initially, we work with you to design a personalised investment plan that best fits your financial situation and investment goals. To do this we consider the following.

- Which types of account are best for you

We'll always open a Plan & Invest investment account for you. We may also open a Plan & Invest ISA if this best fits your personal circumstances.

- What your investment strategy should be

We develop your investment strategy, which will be personal to you, using the information you give us about your financial situation and investment goals. (When we provide Plan & Invest, we do not normally use any information you've already given Barclays in connection with another service or product.)

Your personalised investment plan will set out information about the accounts and investments we think are right for you, the amount you can afford to invest, the reasons for our suggestions, information about our costs and how the performance of your investments will be measured.

Our service also includes reviewing and considering changes to your investment plan (see page 7).

## Investing

This part of the service is where you tell us to put your personalised investment plan into action by:

- opening your Plan & Invest account (or accounts);
- using our judgement to choose investments that are in line with your investment strategy; and
- managing your investments for you.

## Safekeeping

We'll automatically provide safekeeping when you tell us to invest for you. Safekeeping means that we'll hold your cash and investments, but your cash and investments are held separately from ours, they belong to you, not us, and they can't be used to pay our debts if we get into financial difficulty. We'll keep accurate records to make this clear. If we find a mistake in our records, we'll try to correct this quickly and we may need to use our cash and investments to cover any shortfall until the situation is solved. We'll hold your cash and investments in line with relevant laws and regulations on client money and safekeeping. These requirements allow us to use your cash and investments on your behalf when you tell us to invest for you. We can use your cash and investments if you owe us any amounts (see ‘When we can use your cash and investments’ on page 15).

We regularly report to our regulators on our safekeeping.

## 2. Eligibility, co-operation and access

### What you need to know

You can use Plan & Invest if the following apply.

- You are 18 or older.
- You are a UK resident, meaning that you live in the UK permanently or you are an employee of the Crown (such as a member of the UK armed forces, a civil servant or a diplomat living overseas).
- You are not a US person, meaning that you are not a US citizen or passport holder, you do not have a green card, and do not have your permanent home in the US.

If you're not sure please contact us using the methods set out on page 16.

If any of the circumstances above change, you must tell us. In this case you will no longer be eligible to use Plan & Invest.

### What must I know?

You must always co-operate with us and keep any information you give us up to date, correct and accurate (for example, your home address, where you are liable to pay tax, email address, phone numbers, bank account details, financial situation and investment goals). This will make sure you receive important information and that your personalised investment plan remains right for you.

### How can you get access to Plan & Invest?

You can use the service through:

- Barclays Online Banking;
- the Barclays app; or
- our website at [barclays.co.uk/plan-and-invest-access](https://barclays.co.uk/plan-and-invest-access)

### Will Plan & Invest always be available?

We'll do our best to make sure Plan & Invest is always available online, but sometimes we will need to take it offline to fix technical problems or carry out maintenance. We'll try to let you know when we need to do this.

### What must I do?

You must keep your Barclays Online Banking and Barclays app security information secret. If you suspect someone has gained access to (or has tried to get access to) your account through Online Banking or the Barclays app, contact us straight away.

## 3. The basics

### What you need to know

- These terms set out the agreement between you and us for the Plan & Invest service (the agreement). They explain the main features of Plan & Invest, your and our rights and obligations, and the permissions you are giving us by agreeing to these terms. (These permissions are set out on pages 8, 9 and 16.) You should read these terms carefully before you agree to them. If you are not sure about anything, please contact us using the methods on page 16.
- We'll always treat you as a retail customer. This is a term used by our regulators and means you'll get the highest level of protection available under laws and regulations that apply.
- If you change your mind about using Plan & Invest, you can cancel within 14 days from:
  - when you ask us to design a personalised investment plan for you; or
  - the date any Plan & Invest account (including a Plan & Invest ISA) is opened for you.
- You can also transfer out (see page 12) or end the agreement (see page 20) at any time. We will not charge you anything to cancel, transfer out or end the agreement.

### These terms

#### What other documents should I read?

In these terms there are links to other documents that give you extra information. The documents are not part of these terms. All the documents you may need are at [barclays.co.uk/plan-and-invest-important-information](https://barclays.co.uk/plan-and-invest-important-information).

#### When will these terms stop applying?

These terms will stop applying if:

- you don't tell us to invest for you within 90 days of receiving your personalised investment plan; or
- you decide to cancel or end the agreement, or we decide to stop planning and investing for you, and there's nothing left for us to do in connection with your cash or investments (see pages 20 and 21).

### Cancelling the agreement within 14 days

**If you are new to Plan & Invest** (so you do not have any existing accounts), you can tell us to cancel your Plan & Invest accounts (including any ISA if you have one) within 14 days. If you do this, you will be telling us to cancel the agreement. We'll refund whatever your investments are worth on the day we sell them without taking off any costs (such as buying or selling costs),

and we will transfer the sale proceeds and any other cash to the bank account you have linked to Plan & Invest. The sale proceeds might be more or less than you invested. We will then close Plan & Invest. If we have already charged any costs, we will refund them. If you have an ISA, this means that you will be in the same position as if you had not opened or paid into the ISA.

**If you are an existing Plan & Invest customer** (so you have Plan & Invest accounts you have opened previously), and you want to cancel your new Plan & Invest account (including an ISA):

- when you tell us to cancel your new Plan & Invest account, we will close the account but we will not cancel the agreement (unless you tell us to do that too);
- we will charge you any costs for your new Plan & Invest account (including an ISA), as well as any buying or selling costs, and we will not refund them; and
- usual costs will continue to apply to your existing Plan & Invest accounts.

We'll refund whatever your investments are worth on the day we sell them, minus any costs (such as buying or selling costs), and we will transfer the sale proceeds and any cash to the bank account you have linked to Plan & Invest. The sale proceeds might be more or less than you invested. We will then close your account. If you have an ISA, this means that you will be in the same position as if you had not opened it.

You can also end the agreement at any time (see page 20).

## 4. Responsibilities and costs

### What you need to know

We'll always do the following.

- Deal with you honestly, fairly and professionally
  - We must respect any obligation or liability we have under any law or regulation that applies.
- Act in your best interests
  - We must assess your financial situation and investment goals to determine which accounts and investment strategy best fit your circumstances.
- Provide our services with due care and skill
  - We must provide Plan & Invest with the level of care and professional skill expected of us.
- Be fair and clear
  - We must make sure our communications with you are fair and understandable.

You must pay the full amount for your investments and other costs, and you must pay on time. We'll use any cash in your Plan & Invest accounts to pay the costs when they are due.

### Your responsibilities

- You must keep to all laws and regulations that apply to you, including those of the country you are in when you access Plan & Invest from outside the UK.
- You must pay the full amount for your investments and other costs, and you must pay on time. This includes any taxes you owe for Plan & Invest. The tax you need to pay will depend on your circumstances and may change.

We'll use any cash in your Plan & Invest accounts to pay the costs when they are due.

### Costs

#### Where can I find out about costs?

- An initial description of the costs for Plan & Invest is shown at [barclays.co.uk/plan-and-invest-important-information](https://barclays.co.uk/plan-and-invest-important-information).
- Expected costs that are personal to you are set out in your personalised investment plan.

Your total confirmed costs for each calendar year are set out in the fourth quarterly statement which we produce at the end of each year.

You can ask for a more detailed list of costs.

### Will these costs change?

Yes, all costs can change. The types of costs are as follows.

- Service-related costs

These costs relate to our charges for providing you with planning, investing and safekeeping. They include costs that we pay a third party, which could be another Barclays entity, to provide any part of the Plan & Invest service (see 'Changing these terms' on page 18).

Each quarterly statement we produce will set out your service-related costs. If the service-related costs change, we will tell you about this.

- Investment-related costs

These costs relate to the costs we pay for buying and selling investments on your behalf and managing investments in funds. You may see investment-related costs referred to as product costs in your statements.

The fourth quarterly statement we produce at the end of the year will show the investment-related costs.

## 5. Plan & Invest ISAs

### What you need to know

- If we decide that an ISA best fits your circumstances, we'll ask you to make certain declarations in the account-opening screen of Plan & Invest, which you can get access to as set out on page 3. If there are any issues affecting your Plan & Invest ISA, (including if your Plan & Invest ISA will no longer be exempt from tax), we'll let you know. If you stop being eligible for a Plan & Invest ISA (see 'Am I eligible for an ISA?' below), you must tell us.
- To future-proof your Plan & Invest ISA, you'll be asked to apply for a Plan & Invest ISA in the current tax year and to continue to pay into it for each future tax year. To maximise your ISA allowance (or any reduced allowance you have requested), we will also ask you if you want us to automatically sell any investments in your Plan & Invest Investment Account (usual costs for selling investments will apply) and move the cash into your Plan & Invest ISA. We will perform this check every month.
- If we stop the Plan & Invest service we will stop applying for a Plan & Invest ISA for you each year (even if we still provide you with safekeeping). We will also stop automatically selling any investments in your Plan & Invest investment account and moving the cash into your Plan & Invest ISA.

### What is a Plan & Invest ISA?

This product is a flexible stocks & shares ISA. This means that in any tax year you can transfer amounts out of it, and then pay or transfer the amounts back into it, without it affecting the maximum amount you can pay into the ISA in that tax year (see below). If you don't put any transferred amount back into the ISA in the same tax year, you won't be able to pay it back in the next tax year – you'll only be able to pay in the maximum amount allowed in that tax year.

### Am I eligible for an ISA?

As well as the general eligibility criteria (see 'What you need to know' on page 3) you must not have another stocks & shares ISA in the current tax year.

### What is the maximum amount I can pay into the ISA?

The Government sets the total amount that can be put into ISAs each year. The current maximum is shown at [gov.uk/individual-savings-accounts](https://www.gov.uk/individual-savings-accounts). If you go over the maximum amount you must tell us so we can correct this.

### What records do you keep?

We'll keep all documents (including share certificates) that prove you own the investments held in your Plan & Invest ISA.

### Closing

If you tell us to close your Plan & Invest ISA (see 'What happens when you tell us to end the agreement' on page 20) we'll sell the investments in it and pay the cash proceeds to you. If you close your Plan & Invest ISA, you won't be able to open another stocks & shares ISA with us or another provider in that tax year. You can reopen the Plan & Invest ISA with us during the same tax year to avoid losing the tax allowance.

### Transferring your ISA

If you want to transfer the ISA to another provider, you must tell us at least 30 days before the date you want the transfer to happen. You will need to tell your new provider to arrange the transfer.

## 6. Planning

### What you need to know

- We will always invest on your behalf in line with the latest personalised investment plan you have accepted.

### Creating your personalised investment plan

See 'Planning' on page 2 for information on how we create your first personalised investment plan.

### Reviewing your personalised investment plan

We'll repeat the planning steps set out above at least every 12 months from the date you accepted your last personalised investment plan. We will work with you to make sure your personalised investment plan (including the accounts you have), your investment strategy and the amount you can afford to invest, are still right for you.

We will also do this whenever you tell us your financial situation or attitude towards risk has changed.

After reviewing your personalised investment plan, we will produce a revised personalised investment plan.

#### What do I need to do?

You'll need to tell us whether you want us to continue to provide the Plan & Invest service based on the revised personalised investment plan. If you don't, we'll need to stop planning and investing for you (see 'When we can immediately stop planning and investing' on page 21).

### Considering changes to your personalised investment plan

You may at any time want to consider:

- changing your investment goals or the time you want to take to reach your goal;
- changing the amount you want to invest in Plan & Invest;
- opening a new type of Plan & Invest account (for example, an ISA); or
- transferring an ISA from a third party to Plan & Invest.

#### What do I need to do?

If you tell us you want to consider any changes, we will produce a revised personalised investment plan for you to accept. If you do not want to accept the revised plan, we'll continue to provide the service in line with your current investment plan.

#### What do I need to do if the revised investment plan I accept includes a new account?

You'll need to open the new account (unless you already have one). If you don't, we will follow your current investment plan.

# 7. Investing

## What you need to know

- When you tell us to open the Plan & Invest accounts set out in your personalised investment plan, we use our judgement to choose investments and manage them in line with the investment strategy set out in your personalised investment plan.
- By entering into the agreement with us you give us permission to do the following.
  - Act in line with our Best Execution Policy when buying and selling investments for you (see our separate document ‘Other important things you need to know’).
  - Buy and sell investments on your behalf through a third party that is not an organised market (such as the London Stock Exchange) for such transactions, if we believe this is in your best interests.

## Getting the best possible result for you

### How do you get the best possible result for me?

Before we buy or sell investments for you, we’ll always identify the best terms available. In certain circumstances, a third party (including another Barclays entity) may control how investments are bought and sold. For more information, see our separate document ‘Other important things you need to know’ or contact us.

### How do you buy and sell investments for me?

We’ll carry out the transaction on your behalf.

- For regulated investment funds, the fund administrator will calculate the price for that day. Your investments will be pooled with other clients’ investments and they will be managed by the fund manager (which may be a Barclays entity).
- For securities, we’ll either trade through a regulated market such as the London Stock Exchange, or through a third party (which may be a Barclays entity) that is not an organised market for such transactions.

If a mistake is made when buying or selling investments, we can correct the matter either through or outside your Plan & Invest accounts.

## Managing your investments

We’ll manage your investments in line with your personalised investment plan. This includes us doing the following.

- Deciding how much to invest and when.
- Deciding the type of investment. We’ll usually choose:
  - regulated investment funds; or
  - securities.
- Reviewing your investments and deciding what to buy and sell and when. We’ll always make these important decisions.
- Completing transactions.



## 8. Safekeeping

### What you need to know

- By entering into the agreement with us you give us permission to do the following.
  - Register your investments, including investments in a Plan & Invest ISA, in the name of a ‘nominee’ company who we involve to provide the safekeeping service. The nominee company holds your investments in a way that makes it clear they don’t belong to us and that you are ‘beneficially entitled to them’ (that is, you own them). The nominee company is controlled by us or a third party.
  - Register your investments in the name of another company or (as a last resort in certain circumstances) in our name. We might need to do this if your investment is a non-UK investment and non-UK laws and regulations that apply make it impossible, or not in your best interests, for us to register the investment in a nominee company’s name (for example, if we can’t keep your investments separate from our own or those of a third party).
  - Hold your cash or investments outside the UK. More information about what happens when we do this is set out below.

### Where do you hold my cash?

We hold your cash in bank accounts in our name, but our records make it clear that the cash is separate from our own money. We can only place 20% of all the cash we hold in banks that are part of the Barclays group of companies, the rest must be held in other banks. The number of banks we use, and the proportion of client money in each one, changes from time to time.

### Client money held with other banks?

Some of the client money we hold with other banks may be held in accounts which have a fixed term or notice period. You will still be able to withdraw cash from your accounts, but we must have sufficient funds available in those accounts to meet requests our clients (including you) make to withdraw money during the fixed term or notice period. If we or any bank which holds our client money in accounts which have a fixed term or notice period become insolvent, or several clients ask to withdraw their client money at the same time, the amounts held in the fixed term or notice period accounts may not be immediately available. During the fixed term or notice period we may not be able to react to market information about other banks holding client money, and this may increase the risk of loss of funds held in the accounts.

### Why do you hold my cash in this way?

We do this to make sure your cash can be returned to you, unless we (or one of the banks we use to hold your cash) get into financial difficulty. If this happens, there may not be enough

cash to pay all our customers what they are owed. Your share of any cash that is available will be determined by the laws and regulations that apply to distributing client money. For information on how your money would be protected in these circumstances, see the [FSCS website](#).

### What happens when you hold my cash and investments outside the UK?

- If we hold your cash in a bank outside the UK, different laws may apply if the bank gets into financial difficulty and does not have enough cash to pay all its customers what they are owed. Your share of any cash that is available will be determined by the laws and regulations that apply in the country the bank is in, whether another person has priority under the local laws and regulations, and any compensation scheme that applies in that country.
- If we hold your investments with a safekeeping provider outside the UK, different laws and regulations may apply. We’ll give you more information about risks (for example, whether the overseas provider has a legal right to use your investments when they’re holding them for you). We’ll also take other steps to make it clear that you own the investments. In some countries, laws and regulations that apply might not allow us to keep your investments separate from our own (or those of a third party), so your investments might be at greater risk if we get into financial difficulty.

# 9. Risks

## What you need to know

- We'll be responsible to you if you suffer any loss as a direct result of us acting negligently or fraudulently, or deliberately breaking these Plan & Invest terms. For information on other risks, see our separate document 'Other important things you need to know'.

## Risks of using third parties

### Why do you use third parties?

We'll enter into agreements with third parties for the following reasons.

- To act on your behalf (for example, so we can buy and sell investments and complete these transactions for you).
- To use an outside provider for certain aspects of Plan & Invest (for example, for safekeeping your cash and investments, in which case we'll still record the cash and investments as being yours).
- So that we can provide Plan & Invest to you.

We'll always take care when choosing third parties to help us provide Plan & Invest, and we'll monitor them to make sure they're up to the job. If we act appropriately when appointing and monitoring a third party, we'll not be liable to you for any loss you suffer as a result of:

- the third party's mistakes or inaccuracies, including in any information we rely on to value your investments; or
- something a third party does or doesn't do, including decisions they make (or don't make), and what they do if they are in financial difficulty.

## What risks could arise?

Risks associated with third parties (which may be other Barclays entities) may be as follows.

- Risks may arise through the actions taken or decisions made by an administrator or manager of a fund that we decide to invest in.
- Risks may arise from the decisions made by a company that is involved in a transaction to buy or sell investments for you.
- Risks may arise if we use a 'commercial settlement system' when we buy or sell investments for you. We need to remove (for up to three days) the protection your cash has under laws and regulations relating to client money. This means that your cash could be at risk if the commercial settlement system gets into financial difficulty.
- If we use an electronic-dealing system, there is the risk that a technical, software or related issue could prevent us from buying or selling investments for you.
- If we use a third-party provider for safekeeping services, we're not responsible for what that third party does with your investments or what happens to your investments if the third party gets into financial difficulty.
- If a bank we use gets into financial difficulty, laws and regulations state what will happen to the cash and who gets paid first. Your cash would be pooled with that of our other customers and any shortfall would be shared proportionately. We'll place your cash with a number of banks to reduce any risks. You may also be able to claim compensation from the Financial Services Compensation Scheme.

# 10. Your cash

## What you need to know

- Transfers into Plan & Invest can only be made in cash (not investments). This includes the cash you hold in a cash ISA or a stocks & shares ISA. The provider of your existing stocks & shares ISA will need to sell the investments in it and transfer the cash proceeds to us. We'll use the cash to buy investments. Any increase or decrease in the market value of investments will not affect the cash proceeds we hold before investing them for you. You should get tax advice before selling any investments.
- We hold your cash and investments for you (and only you) and you can't use them for security (for example, as security for a loan).

### What cash must I give you to start investing?

You must pay or transfer a total of at least the service minimum cash amount into your Plan & Invest accounts within 90 days of you instructing us to open an account. The service minimum cash amount applies across all of your Plan & Invest accounts. You can find out the service minimum cash amount on Plan & Invest, which you can get access to as set out on page 3.

After 90 days:

- if you have not paid in or transferred any cash, we will send you a closing statement confirming that we've closed the Plan & Invest accounts and ended this agreement; or
- if the cash you have paid in or transferred is less than the service minimum cash amount, we will stop planning and investing for you and we will only provide safekeeping (see pages 21 and 22).

We can start buying investments for you as soon as you have paid in or transferred any amount.

### What extra payments can I make?

Depending on your personalised investment plan, once you have paid or transferred the service minimum cash amount into your Plan & Invest investment account, you may be able to make one-off or monthly payments from the bank account you have linked to Plan & Invest. You must tell us if the details of this linked bank account change, as that's where we'll send any cash you are owed. See page 21 for what happens when you change your linked bank account.

### Can I change the amount I invest?

You can reduce the amount you invest at any time. You can only increase the amount you invest if this is consistent with your personalised investment plan, to make sure it won't make your financial situation worse.

### Will amounts I pay in earn interest?

We might earn interest on cash we hold for you. If we do, we'll keep it rather than paying it to you.

If we decide to pay you interest, we'll tell you about this separately, and we can change the interest rate or stop paying it altogether (see 'Changing these terms' on page 18).

### Can I receive income from my investments?

No. Any return on your investment is used to pay our costs and to either build up cash in your Plan & Invest accounts or to be invested for you.

# 11. Transfers out and your responsibility for losses

## What you need to know

- You can transfer your cash, investments or any ISA to another provider, if possible, at any time. You should speak to the other provider first. You can also withdraw investments or any proceeds from your Plan & Invest ISA. You must tell us at least 30 days before the date you want the transfer or withdrawal to happen.
- If you ask us to sell any of your investments and transfer the proceeds to the bank account you have linked to Plan & Invest, you may not get back the value of the amount you paid to buy the investments if their value has fallen.
- If you transfer any investments or proceeds out of your Plan & Invest accounts but you want us to continue to plan and invest for you, you must have at least the revised service minimum value amount (see ‘What else should I know about transfers out?’ below) in your accounts by the end of the tax year in which you made the transfer.
- We are not responsible to you for any losses you suffer unless any law or regulation that applies says otherwise.

### What else should I know about transfers out?

If you tell us to transfer investments or proceeds out of your Plan & Invest accounts, the service minimum cash amount will reduce to a revised service minimum value amount. You can find out this amount on Plan & Invest, which you can get access to as set out on page 3.

You will need to keep a total of at least the revised service minimum value amount in your Plan & Invest accounts at all times. If you do not, you will have until the end of that tax year to make a payment or transfer into your Plan & Invest accounts in order to meet the revised service minimum value amount. If you do not have the revised service minimum value amount in your accounts by the end of the tax year, we will stop planning and investing for you at the end of that tax year and we will only provide safekeeping (see pages 20 and 21).

You can only transfer investments to a new provider who can accept them.

### What happens if I want to transfer out all cash and investments?

If you transfer all cash and investments, you'll have to end the agreement, unless you have another Plan & Invest account with the revised service minimum value amount in it. You must tell us at least 30 days before the date you want the transfer to happen. If any of your investments are invested in a suspended fund (which means that we can't buy or sell any investments in that fund for a limited time), we can delay the start of the transfer for up to seven days after the suspension ends.

If you transfer everything out of your Plan & Invest accounts, we will hold back a small amount to cover any costs that may become due. After 60 days, we will pay any amount that was not needed for costs into the account you have linked to Plan & Invest.

### What risks do I have to accept?

You accept the risk of the following.

- Losses resulting from anything outside our reasonable control or things we could not reasonably have known about when you asked us to provide Plan & Invest (for example, if we rely on information you gave us when we prepared your personalised investment plan and that information was incorrect).
- Losses not directly connected to us providing Plan & Invest to you (for example, loss of business, goodwill, profit or opportunity).
- Losses from us doing (or not doing) something because of legal, regulatory or contractual requirements (for example, because there's been a change in law or regulation).
- Losses due to technical, software or related issues which result in delays in using or accessing Plan & Invest, if the issue is caused by someone or something outside our control.

# 12. Managing conflicts of interest

## What you need to know

- We'll do all we can to identify, prevent and manage conflicts of interest (where our or someone else's interests could damage your interests). If you would like more information, contact us in any of the ways explained under 'How we communicate' on page 16.
- Our policy on handling conflicts of interest helps us to prevent and manage situations where our interests might influence our decisions or outcomes in a way that is unfavourable to you.

## Preventing and managing conflicts of interest

### What steps will you take to prevent a conflict of interest?

We'll take appropriate steps to make sure we spot situations where the interests of someone else go against your interests. This could include the interests of:

- us;
- another Barclays entity;
- a Barclays employee or officer; or
- another Barclays customer.

### What will you do if a conflict of interest arises?

We'll do everything we can to manage the conflict, to make sure your interests are protected and you're treated fairly. If we do not think our arrangements are sufficient to prevent a conflict from potentially harming your interests, we'll tell you about the conflict and agree with you what to do next.

### What benefits can you accept from third parties?

We can only accept minor non-cash benefits (for example, tickets to conferences) where laws and regulations allow us to do so.

### What benefits are you not allowed to accept?

We cannot accept (or give to another person or company) cash benefits (including fees and commissions), other non-cash benefits (for example, events which are not related to or required for business purposes) or anything else we're prevented from accepting by any law or regulation that applies.

### What benefits might third parties receive?

Third parties may benefit from an arrangement with us in the following ways.

- Terms we have agreed with certain third parties may mean that we receive a benefit when you do something under this agreement. For example, if you tell us to transfer your investments from Plan & Invest to another provider, and some of your investments are in a fund managed by a Barclays entity, under the terms of our arrangement with that fund we will have to move your investments into a higher-priced class of share to do the transfer. This means that you may have to pay higher costs, which the Barclays entity managing that fund will benefit from.
- We choose which funds you invest in. As part of our service of managing your investments we may pick our own funds.

# 13. Protecting you

## What you need to know

- We'll do all we can to keep your personal information safe and confidential.
- We can refuse to do something you tell us to do if this is necessary to protect you (for example, if your instruction is unclear or there is an issue with legal, regulatory or contractual requirements). We might not always be able to tell you the reason why we refuse to carry out your instruction.
- You must check all information, statements and other documents we send you. If there is something wrong, you must tell us immediately.

## How we protect your personal information

We're committed to protecting your personal information. We'll use your information for a number of different purposes (for example, to provide the Plan & Invest service, manage your Plan & Invest accounts and meet our legal and regulatory obligations).

We may need to share your information with our trusted third parties for these purposes. For more detailed information on how and why we use your information, including your rights in relation to data protection, and our legal reasons for using your personal information, please go to [barclays.co.uk/important-information/control-your-data](https://barclays.co.uk/important-information/control-your-data) or ask us for a copy of our privacy notice. We may need to share any information you give us or any other Barclays entity with the tax authorities in any countries where you are a tax resident (that is, any country where you are liable to pay tax on your earnings and investments).

## Your rights

If you have rights in connection with any of your investments (for example, rights to vote in annual general meetings), you should know the following.

- We'll only contact you or ask for your instructions when we have to do so to meet the laws and regulations that apply or we think it is appropriate to do so.
- As previously explained, we hold your investments in a pooled account with other customers' investments. We have to keep a record of your interest in the account, but the record won't show that you have the right to specific investments. This means that the following will apply.

- You might not be able to exercise the right (for example, to vote at annual general meetings) in the same way as you would if the investment was in your name. In this situation, we'll take whatever action we think appropriate.
- If a loss affects the account holding pooled investments, there might be a shortfall which you have to share a proportion of. This does not affect your rights against us if we have failed to act properly.
- If there is an option to hold your investments in a separate account, we will let you know and tell you the cost of doing so.
- If you have a Plan & Invest ISA, you may be able to tell us to do the following for you (if it is practical to do so or necessary in order to meet legal, or regulatory requirements).
  - Send you the annual reports and accounts relating to your investments.
  - Attend and vote at company meetings.
  - Exercise your right to have someone else (a 'proxy' or nominee) vote on matters on your behalf.
  - Send you other information provided to investors.

# 14. When we can use your cash and investments

## What you need to know

In certain situations, we can:

- use your cash and investments if you owe us any amount; or
- pay your money to charity.

## Action we can take for debts you owe us

### What happens if I am in debt to you?

If you owe us (or another Barclays entity) cash or investments, we can do the following.

- Take the cash amount you owe from your Plan & Invest accounts or another Barclays account you hold.
- Take security over (that is, an ownership right to) your investments held by us or any other Barclays entity. If we do this we will transfer the investments to us, or sell them and use the cash to pay your debt. We'll try to contact you before transferring or selling your investments, unless we think you'll do something to stop us from completing the transfer or sale.

Third parties may also have a legal right to sell or restrict your investments to cover debts that relate to the Plan & Invest service provided to you. We can also take action for debts in the unlikely event that we have failed to pay a third party who helps us provide the safekeeping service, even though you don't owe that third party anything directly. If we do, the value of your Plan & Invest accounts will fall.

### Can you take action before a debt is due?

We can use the rights above before a debt arises if we believe that you may not be able to meet your obligations.

### What happens if we don't hear from you?

In certain circumstances, and where allowed by law or regulation, we may transfer any cash or investments in your account to a reclaim fund (a fund authorised to accept cash and investments under a dormant assets scheme in the UK). This is a scheme that allows banks to pay funds in a dormant account to an authorised reclaim fund which then puts this money towards funding good causes. We'll only do this if we haven't been able to contact you for at least 12 years. You still have a right to the money, and you can reclaim it.

## Paying your cash and investments to charity

### Paying your investments to charity

We can sell your investments and use the cash to pay a charity, or pay the amount of your investments directly to a charity, if we believe your account is 'dormant' because:

- we've held your investments for at least 12 years;
- you haven't told us to do anything with your investments in the last 12 years; and
- we've made reasonable efforts to find you and give your investments back to you.

If your account is closed and the amount remaining is £25 or less, you are considered to have instructed us to pay this direct to charity.

### Paying your cash to charity

We can pay a charity the cash we hold for you when:

- your cash amount hasn't changed in the last six years (except for taking out costs);
- you haven't claimed your cash;
- nobody else entitled to your cash has claimed it; and
- if the cash amount is less than £25, we've made reasonable efforts to find you and give your cash back to you, and have not received a response within 28 days.

If your account is closed and the amount remaining is £25 or less, you are considered to have instructed us to pay this direct to charity.

### What can I do if you've paid my cash or investments to charity?

If you get in touch, we'll give you the same amount of cash we gave the charity. We can pay your cash or investments held in your Plan & Invest ISA to a charity.

# 15. How we communicate

## What you need to know

- By agreeing to these terms you are choosing to receive (and giving us permission to provide) information, statements and documents electronically through Barclays Online Banking or the Barclays app. If at any stage you're not happy with this (for example, if you'd like a paper copy of these terms or any other document) you should contact us. We may also provide information in other forms (for example, by text message or email, or on the Plan & Invest website) if it is appropriate for us to do so.
- You and we will communicate with each other in English. We can provide large text, Braille and audio versions of information and so on.

## Statements

### What will the quarterly statements you send tell me?

Every three months we'll send you a statement (a quarterly statement) setting out the following.

- The value of your investments, based on appropriate market information.
- How your investment has performed. We'll give you information to allow you to compare the performance of your investments against the measures of performance in your personalised investment plan. (We won't give you this information if we are only safekeeping for you.)
- Details of investments, including those that have been bought and sold, the amount you received or paid and when the transaction was finalised. (You can ask us for details more frequently.)
- Information about any rights you have, any cash in your Plan & Invest accounts and any income you have received.

## Contact

### How we will contact you

We will contact you by email unless another method is more appropriate in the circumstances.

If we leave a voicemail or email you, we'll assume that you have received it the same day. If we post documents to you, we'll assume that you have received them after three days.

### How will you provide information to me?

We'll provide information to you electronically. We'll provide information, statements and documents to you through Barclays Online Banking or the Barclays app. We may also provide information in other forms (for example, by text message or email, or on the Plan & Invest website) if it is appropriate for us to do so.

### How you can contact us

You can contact us for any reason, including to tell us what to do, by phone, by visiting the Plan & Invest website at [barclays.co.uk/plan-and-invest-access](https://barclays.co.uk/plan-and-invest-access), through Online Banking or the Barclays app. Details can be found on the FAQs and Contact screens of the Plan & Invest website. We'll let you know if our contact details change. You are responsible for what you tell us to do, even if you make a mistake. If you post documents to us, we are not responsible for any delay in the postal system or if your documents are lost in the post and never reach us.



# 16. We're here to help

## What you need to know

- You may be able to claim compensation from the Financial Services Compensation Scheme if we get into financial difficulty and can't pay back your cash and investments. For more information see the FSCS website ([fscs.org.uk](https://www.fscs.org.uk)) or our Plan & Invest important information page ([barclays.co.uk/plan-and-invest-important-information](https://barclays.co.uk/plan-and-invest-important-information)).
- Only you and we have rights under these terms. Nobody else can enforce any rights under them.

## If you have a complaint

### What happens if I have a complaint?

We hope that you'll be happy with the service we provide. But, if you're not, we want to know so we can try to put things right. We'll do everything we can to sort the matter out as quickly and fairly as we can. To make a complaint you can contact us, free of charge, in a way that suits you. You can find more information in our separate document 'How to complain' or at [barclays.co.uk/plan-and-invest-complaints](https://barclays.co.uk/plan-and-invest-complaints).

### What happens if I'm still not happy?

You may be able to ask the Financial Ombudsman Service to look at your complaint. You can find more information about the Financial Ombudsman Service by calling them on 0800 0234 567 or going to the website at [financial-ombudsman.org.uk](https://financial-ombudsman.org.uk).

## Laws that apply to these terms

The laws of England and Wales apply to these terms. However, you can take legal action against us in a Court in England, Wales, Scotland or Northern Ireland.

### When any part of these terms cannot be enforced

If any part of the agreement is (or becomes) illegal or unenforceable (for example, because of a change in any law or regulation, or because of a court decision), we'll treat that part of the agreement as if it doesn't exist. This won't affect the rest of the agreement.

## Someone acting on your behalf

If you need someone to act for you (for example, because you are no longer able to manage your finances) we cannot continue to provide our planning and investing services. We will continue to provide our safekeeping service for your investments (see page 21).

## If you die

Your representatives need to contact us. When we're told that you've died, we'll take immediate action (see 'When we can stop planning and investing for you' on page 21). There are certain documents we'll need from your representatives before we can pay out your cash and investments. Once we have received those documents, it will be seven working days before we can process any instructions from your representatives. Your estate can continue to benefit from the tax advantages of the Plan & Invest ISA until:

- three years after your death;
- the Plan & Invest ISA is closed; or
- the administration of your estate is completed;

whichever is earlier.

### Would my death affect my husband's, wife's or civil partner's ISA allowance?

Yes. If you have an ISA with us, we will give your husband, wife or civil partner a calculation of their additional permitted subscription they can pay into an ISA. The additional permitted subscription is an extra amount they can pay into an ISA, on top of their normal annual ISA allowance, in order to use your remaining ISA allowance for the tax year.

If they have an ISA with us, we can't add this additional permitted subscription to their existing ISA allowance. They can take the additional permitted subscription to another provider. Contact us for more details or see [our separate guide](#) for more information on additional permitted subscriptions.

# 17. Changing these terms

## What you need to know

- If we tell you we're going to make a change to these terms, and you don't contact us about it before the change comes into effect, you'll be considered to have agreed to the change.
- If you don't agree with a change you can end the agreement. You won't have to pay any extra costs for doing this.

If we make a change, we'll provide you with a copy of the new terms. We will let you know about the change and put them on the website.

### Changes we can make without telling you beforehand

Sometimes we'll make a change to these terms without telling you first. We'll only do this for changes that:

- are in your interests and won't increase your costs;
- introduce new products or services;
- we have to make under any law or regulation; or
- we need to make to meet the 'benchmarks' (measures of performance) in your personalised investment plan.

We'll tell you about these changes within 30 days of the change happening.

### Changes we can make after giving you 30 days' notice

We'll usually tell you at least 30 days before we do the following.

- Make any change that won't make you worse off
- Close or replace Plan & Invest
- Change the technology used for Plan & Invest
- Make changes that make these terms fairer to you or easier to understand
- Change any of our service-related costs (see 'The basics' on page 4)
- Use another Barclays entity to make investment decisions for your Plan & Invest accounts

### Changes we can make after giving 60 days' notice

We'll give you at least 60 days' notice of any change that might make you worse off. We'll explain the reason for the change and how it will affect you. If you're not happy with the change you can end the agreement (see 'How you end the agreement' on page 20). We'll deal with your cash and investments in line with the changed terms until you tell us what you want to do.

# 18. Transferring rights, obligations and liabilities

## What you need to know

- In certain circumstances we can transfer our rights, obligations or liabilities under these terms to another provider (which could be a Barclays entity).
- We'll try to make sure that any person or organisation we transfer our rights, obligations or liabilities to will provide you with an equivalent service.
- You can't change your rights, obligations or liabilities under these terms or transfer them to another person.

## What we can transfer

We can transfer the following to another provider (which may include a Barclays entity).

- Your rights, obligations or liabilities under these terms
- Our rights, obligations or liabilities under these terms
- Your Plan & Invest accounts

### When won't you make a transfer?

We won't make a transfer if you have told us that you want to end the agreement (as explained in the notice of the transfer) and we've closed your Plan & Invest accounts.

## Telling you about the transfer

### When will you tell me?

We will tell you 30 days beforehand (unless that's not possible).

### What will you do if you can't tell me about a transfer 30 days before it happens?

In most cases we'll tell you within seven days of the transfer taking place (or later, if allowed by a relevant law or regulation). We'll tell you how your investments and cash will be held after the transfer and whether any compensation scheme will apply. If we can't tell you about a transfer, we'll put notice about it in a national newspaper.

### What if I don't agree with the transfer?

You can tell us that you want to end the agreement and close your Plan & Invest accounts (see 'How you end the agreement' on page 20).

## The effect a transfer will have on your cash and investments

### What happens to my cash and investments?

If we transfer cash and investments to another provider who will hold your cash as a deposit, we'll open a new bank account with them in your name. That provider won't meet the laws and regulations that apply to holding client money if they hold your cash as a deposit. You can also ask the provider to return your cash and investments after the transfer has taken place.

### How will my cash and investments remain protected?

We'll always take care when considering providers and we'll choose one that we believe keeps to all laws and regulations when handling cash and investments. From the date the transfer takes place, they will hold your cash and investments.

# 19. How you end the agreement

## What you need to know

You can end the agreement at any time by telling us to do either of the following.

- Stop planning, investing and safekeeping. We will end the agreement once you tell us what you want us to do with the cash and investments in your Plan & Invest accounts, and with your Plan & Invest ISA (if you have one).
- Stop safekeeping, if we have already stopped planning and investing for you (see page 21).

You should get independent financial and tax advice before you end the agreement.

### Ending the agreement within 14 days

If, within 14 days from the date your first Plan & Invest account is opened, you tell us to end the agreement, and you tell us what you want us to do with the cash and investments in your Plan & Invest accounts and your Plan & Invest ISA (if you have one), you will not have to pay any costs (including any buying or selling costs).

If we have already charged you costs, we will refund them. If you do not tell us what to do with your cash, investments and ISA until after the first 14 days, we will need to continue providing the Plan & Invest service and our usual costs will apply.

### Delaying ending the agreement until the end of the tax year

You can tell us that you want to end the agreement but that you want to continue to make payments into your Plan & Invest ISA until the end of the tax year. If you tell us this, we will end the agreement at the end of the tax year, once you have told us what you want us to do with the cash and investments in your Plan & Invest accounts and your ISA.

### What happens when you tell us to end the agreement?

We'll do what you tell us to do with the cash and investments in your Plan & Invest accounts and your Plan & Invest ISA (if you have one). You can tell us to do any of the following.

- Refund whatever your investments are worth on the day we sell them and transfer the sale proceeds, and any other cash in your accounts, to the bank account you have linked to Plan & Invest. We will then close your Plan & Invest accounts (if you have an ISA see 'Closing' on page 6). You should be aware that the sale proceeds might be more or less than you invested.
- Transfer your cash, investments and Plan & Invest accounts to Barclays Smart Investor ([see Smart Investor terms](#)); or
- Transfer your cash, investments and Plan & Invest accounts to another provider, if possible. (You should speak with the other provider first.)

### How will I know you've stopped providing safekeeping?

We'll close your Plan & Invest accounts and send you a final cost statement and a closing statement. The agreement, and these terms, will end.

## 20. When we can stop planning and investing for you

### What you need to know

We can stop planning and investing (but not safekeeping for your cash and investments):

- after giving you at least 30 days' notice;
- immediately, if any of the circumstances under 'When we can immediately stop planning and investing' below apply; or
- at the end of the tax year, if your Plan & Invest accounts do not have the service minimum cash amount or, if you have made a transfer out, the revised service minimum value amount, in them. (To reduce the risk of this you can check your accounts before the end of the tax year and, if necessary, pay in or transfer cash to achieve the necessary amount.)

We will continue to provide safekeeping unless:

- you tell us to stop (see 'How you end the agreement' on page 20); or
- any of the circumstances under 'When we can also stop safekeeping' on page 22 apply.

### What happens when you stop planning and investing for me?

When we stop providing planning and investing:

- you can't invest further in Plan & Invest;
- we'll stop managing your investments and reviewing your personalised investment plan;
- you can't open any new Plan & Invest accounts; and
- you'll still need to pay the safekeeping costs.

### Will you always tell me why you've stopped planning and investing?

We will explain why we have done this, unless any law or regulation that applies prevents us from telling you.

### When we can immediately stop planning and investing

In some circumstances we can immediately stop providing planning and investing. If possible we'll contact you about the issue and give you at least 14 days to fix it. Following this we'll stop planning and investing if we have good reason to believe that any one or more of the following applies.

- You've broken the agreement or we reasonably suspect fraud or illegal activity.
- We need to do so to keep to any law or regulation or court order.
- It is 'operationally impossible' for us to continue planning and investing for you (for example, if you've closed the bank account you had linked to Plan & Invest so you've lost access to Barclays Online Banking and the Barclays app).
- Continuing to provide planning and investing for you would damage our reputation or that of another Barclays entity.
- You haven't kept your details up to date on Plan & Invest or any another service (provided by us or another Barclays entity) for which you're obliged to keep your details up to date.
- We cannot contact you or you haven't responded to us within the specified time when we have told you to respond to us.
- You no longer meet the eligibility criteria on page 3.
- You've not paid or transferred the service minimum cash amount into your Plan & Invest accounts on time.
- You don't accept a revised personalised investment plan as part of reviewing your personalised investment plan, or we have decided that investing through Plan & Invest is no longer right for you (see page 9).
- You need someone to manage your account for you (see page 17).

# 21. When we can also stop safekeeping

## What you need to know

- After we have stopped planning and investing for you (see ‘When we can stop planning and investing for you’ on page 21), we can also stop safekeeping, either immediately or at the end of the current tax year, in the circumstances set out below.

### When we can stop safekeeping immediately

We'll stop safekeeping immediately if continuing to provide it would break a legal, regulatory or contractual requirement (for example, if you become a US person). We will immediately return your cash as well as selling your investments and paying the proceeds to you. We will also close your ISA.

### When we can stop safekeeping at the end of the tax year

We will stop safekeeping for you at the end of the current tax year if it is ‘operationally unreasonable’ for us to continue safekeeping for you. This will happen if:

- the value of the investments in your Plan & Invest accounts (not including cash) is less than £500 (in which case the investments won't generate enough income to cover future safekeeping costs or we'll make a loss if we provide the safekeeping service); or
- you only have cash left in your Plan & Invest accounts.

#### What will happen when you stop providing safekeeping?

We will contact you to ask you what you want us to do with your investments, cash and ISA (if you have one). If you do not tell us what to do within 30 days of us contacting you, we will sell any investments and pay the proceeds to you together with any cash. We will also close your ISA.

#### How will I know you've stopped providing safekeeping?

We'll close your Plan & Invest accounts and send you a final cost statement and a closing statement. The agreement, and these terms, will end.