keyfacts®

novia

/ A new way to wealth management

Key Features Document

/ Contents

/ Key Features: Helping you Decide

This is a Key Features Document giving you important information about the Wealth Management Service provided by Novia and is intended to help you decide whether this Service is suitable for you.

It contains sections on:

- Key Features of the Novia Service (page 3 - 10)
- Key Features of product wrappers available:
  - General Investment Account (pages 11 - 13)
  - Individual Savings Account (pages 14 - 17)
  - Self Invested Personal Pension (pages 18 - 23)
  - Offshore Bond Key Features provided in a separate document at www.novia-financial.co.uk and should be read with this document
- Charges Summary (pages 24 - 25)

Please keep this document and read it with the Terms & Conditions and the Investments List.

The Financial Services Authority is the independent financial services regulator. It requires Novia Financial plc to give you this important information to help you to decide whether our Service and product wrappers are right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

Any Key Features Illustration(s) you may have been provided with form an integral part of this document and you should read them with this Key Features Document and keep them safe for future reference.

/ Novia Service Introduction and Aims

The Novia Wealth Management Service ('the Service') is available to clients who are using professional Advisers to help manage their investments.

It allows you and your Adviser to manage your portfolio of investments in an efficient and transparent manner.

The Service will give investment clients:

- Versatility to hold one or more financial product wrappers, such as an Individual Savings Account or Self Invested Personal Pension in one place.
- The convenience of receiving and requesting information regarding their wealth and investments from one source with all their investments shown on one consolidated statement.
- Clarity – web-based access to view all their investments, transaction histories, valuations and statements online in one easy- to-use and secure setting.
- The ability to use switching and rebalancing to maintain the overall balance of their investments and match this with their attitude to risk.
- Access to a very broad range of investments from many different providers through their Adviser on one efficient system.

Novia does not provide financial advice – it provides the technology and administration to carry out the investment decisions you make with your Adviser.

/ Your Investment

Once you have agreed with your Adviser which type of investments you require, your Adviser may recommend you open one or more product wrappers. All product wrappers incorporate specific features and benefits (such as an ISA) with a Cash Facility.

The Cash Facility in the product wrapper will be used for buying and selling investments, receiving investment income, making withdrawals and paying charges. You will be required to hold a minimum cash balance of 2% of the value of your investment at all times, with the exception of the stocks and shares ISA where cash is maintained pending investment. The rate of interest paid on funds in your Cash Facility is 0.25% below the Bank of England base rate. This can be found on our website at www.novia-financial.co.uk

You can open the following product wrappers with Novia:

- General Investment Account (GIA)
- Individual Savings Account (ISA) – cash and/or stocks and shares
- Self Invested Personal Pension (SIPP) including SIPPs being opened within a Group SIPP scheme
- Offshore Bond provided by Royal London 360 Insurance Company Limited. Offshore Bond Key Features are provided in a separate document which can be found at www.novia-financial.co.uk

Each product wrapper may have specific commitments on your behalf, individual features and investment rules which you should understand and discuss with your Adviser before investing. The Key Features for each product wrapper (except for the Offshore Bond) can be found in this document and you should read them carefully along with the Terms & Conditions and, if provided by your Adviser, a personalised illustration.

Once you have opened a product wrapper with an initial investment into the Cash Facility your Adviser will then instruct Novia to invest your money according to your instructions. Depending on the product wrapper, you will be able to make further lump sum or regular investments and may make withdrawals. Minimum and maximum levels of initial and ongoing investment and one-off or regular withdrawals are dependent on the characteristics of the product wrapper. These are shown in the specific Key Features section for each product wrapper. For information on the types of underlying investment you may access through the Service you should speak to your financial Adviser. You can also read the Available Investments Guide (the 'Investments Guide') and see our Investments List – both are accessible online. The Investments List will give you information on the investments available through Novia, their objectives, charges which apply and their possible effects and links to more information on any specific risks that may apply.

Your Adviser will carry out transactions agreed with you using the Service. Novia enables your Adviser to issue you with a unique username and password allowing you to use our secure website. This means you can see how your money has been invested and the value of your investments at all times. If you wish to use this service please speak to your Adviser.

Please keep us, and your Adviser, informed of changes in your circumstances.

/ Risks

Investment

The value of your product wrappers and any returns will depend upon the performance of the underlying investments which you have selected. The value of these investments can fall as well as rise and you may get back less than your original investment. Past performance is not a guide to the returns you may receive in the future. If the assumed investment growth is not achieved, the value of the investment may be less than projected.

Specific types of underlying investment, including alternative or complex investments, may have distinct risks associated with them which you should be fully aware of. To view the investments available please see the Investments List. To understand the specific risks that may apply and for full information related to the investments available please consult the fund manager's website and read in full the documentation available, such as the prospectus. You should always consult the appropriate literature of the provider of the investments you select and speak to your Adviser. Some investments may only be available to experienced investors.

Charges
The Novia Annual Charge and Initial Charge along with investment manager charges, stockbroking charges, Adviser remuneration and any other deductions will have an impact on the value of your investment. These charges may vary and you should be aware that any increase in charges would have an adverse impact on the value of your investment.

Tax
Levels of taxation and tax relief are subject to change and may affect your investment. Different product wrappers have different tax treatment. The charges, Terms & Conditions and ultimately the value of your investments through Novia may be affected by tax, our interpretation of applicable tax legislation and any changes made to it. Please consult with your Adviser for a full understanding of taxation and any implications.

Withdrawal
If you withdraw money from your investment you may not get back the full amount you invested, particularly in the early years. Withdrawals may also affect the projected investment growth demonstrated on your personalised illustration, if provided. Investments with minimum dealing amounts or other restrictions may mean you are unable to make withdrawls in accordance with your needs.

Trading
Where you want to sell or buy an investment and this is not immediately possible, the delay in trading may result in lower proceeds or a higher price than you might have expected. Novia may (with the exception of investments, such as equities, traded through your Novia Stocktrade account), aggregate transactions for efficiency of trading and there are occasions where this may disadvantage you.

If there is insufficient cash in your Cash Facility, Novia may require you to sell one or more investments to meet outstanding charges and such transactions can occur at a disadvantageous time.

Currency
Where you hold investments in non-sterling denominated investments, the value will be affected by movements in currency rates as well as movements in the value of the underlying assets.

Cancellation
Where you choose to cancel a product wrapper within 30 days of opening, the amount you receive back may be reduced by any fall in the value of your investments.

It may not be possible to immediately cancel or sell all the investments you hold due to their characteristics and restrictions. Where this is the case, your product wrapper will remain open until such time as all investments have been sold.

Additional risk factors and the effects of tax and charges associated with each product wrapper held with Novia are explained in the Key Features for that product wrapper; please see the relevant section in this document.

/ Charges

There are charges for using the Novia Wealth Management Service. Additionally there are charges applied by the underlying investments you hold and remuneration you agree with your Adviser.

Novia Charges
There is an Initial Charge, which is detailed in the Terms & Conditions and is subject to trading terms between Novia and your Adviser, for all money you send to us for investment into a Novia product wrapper. It does not apply to investment income or investments re-registered to the Service.

There is an Annual Charge which is tiered and applied progressively to the total value of all the product wrappers you hold.

The Annual Charge will be taken on a monthly basis from the cash held within each product wrapper. There is a charge related to income drawdown within the SIPP and an additional annual charge on the Offshore Bond. These charges are detailed in the specific Key Features for each product wrapper. There are no other product wrapper specific charges.

Novia Annual Charge

Charge applied to each tier of total portfolio value.	Up to and including £250,000	£250,000+ to £500,000	£500,000+ to £750,000	£750,000+ to £1,000,000	£1,000,000
Annual % Charge	0.50	0.40	0.30	0.20	0.15

Stockbroking Charges

If you choose to use a Novia Stocktrade account for the trading of equities charges made by our stockbroking partner will apply. This is 0.3% of the value traded, with a minimum of £15 and a maximum of £75. £10 plus VAT is levied per quarter for each Novia Stocktrade account you hold within each product wrapper (including each part of a SIPP). Stamp Duty and Panel on Takeovers and Mergers Levy may also apply to equity trades.

Transfers away of aggregated Exchange Traded Funds/ Investment Trusts and equities in a Novia Stocktrade account will incur a £15 plus VAT per stock.

For Exchange Traded Funds and Investment Trusts not traded through your Novia Stocktrade account there is a charge on the total value we trade that day, of 0.15% up to £50,000 and 0.05% over £50,000, up to a maximum of £150. You will pay your proportionate share of the total charge, which may be shared between more than one client. 0.03% per annum is levied from the Cash Facility of a product wrapper (including each part of a SIPP) within which you hold such investments. Any Stamp Duty applicable will be included in addition to this charge.

Investment Manager Charges and Novia Negotiated Rebates

Within each product wrapper, the investments you hold may have their own charges. Investment managers make these additional charges, such as an annual management charge, depending on the investment selected. Please consult the Investments List for details of the charges applicable to each investment available through the Service, and the Terms & Conditions for details of how they are deducted.

Novia may negotiate rebates from these ongoing investment charges on your behalf. This will have the effect of lowering the overall charges you face. Any such rebates will be credited to your Cash Facility in full. Novia does not retain any of these rebates.

Adviser Remuneration

Remuneration you have agreed with your Adviser may be in the form of either a percentage of the value of your investments or fixed commission. Percentage commission may be in the form of initial, switch and trail commission. There are maximum levels of percentage and fixed commission which apply and your Adviser can explain this.

Remuneration will be deducted from the Cash Facility within the product wrapper you open based on the instructions you give us on the application form.

Please refer to your Adviser for information on your agreement regarding their remuneration.

Where there is insufficient cash to meet any charges, or Adviser remuneration, Novia may sell investments on your behalf to provide sufficient funds and such transactions can occur at a disadvantageous time.

Charges and deductions will affect the value of your investment and this is demonstrated for each product wrapper in the specific Key Features. There is a separate section at the back of this document which further explains how charges apply to your investments.

/ Questions and Answers

What happens next?

Once you have agreed your investment requirements with your Adviser, they will open one or more product wrappers as explained in the specific Key Features. Using the Service, they will implement the investment choices you have agreed within the product wrapper.

When you first open a product wrapper we will send you a welcome letter and if you want to access up-to-date valuations and transaction history securely online, you can request a unique username and password from your Adviser.

What happens to cash?

When you first send money to Novia to be invested it will enter the Cash Facility incorporated in the product wrapper you have opened, from where it will be invested according to instructions received from your Adviser. You must maintain a balance of 2% of your investments in cash at all times within the Cash Facility of each product wrapper you open. Novia may, where necessary, sell investments (excluding investments traded through your Novia Stocktrade account) on your behalf to maintain this balance on a monthly basis and such transactions can occur at a disadvantageous time. The Cash Facility will be used for receiving investment income and any fund manager rebates, making withdrawals and paying any charges due. Cash within the Cash Facility will be held according to Financial Services Authority (FSA) client money regulations in a designated client money account with our bankers, HSBC.

Cash within a Novia Stocktrade account will be held in individual Stocktrade deposit accounts for each client. These will be subject to banking arrangements and rates of interest different to a Novia Cash Facility. More information can be found in the Stocktrade terms of service.

Is interest paid on cash held with the Service?

Yes, interest will be calculated daily and paid monthly on any cash held within the Cash Facility of all of your product wrappers. This will be paid in full to the Cash Facility at the prevailing daily rate which can be viewed at any time online at www.novia-financial.co.uk. Interest will be paid net or gross of tax according to the regulations for each product wrapper as detailed in the appropriate Key Features and Terms & Conditions. Novia does not retain any of the interest paid on your money.

What investments can I access through Novia?

Novia offers you the ability to invest in a very wide range of investment types. You should discuss the types of investment available through Novia with your Adviser. More information on the investments you can access via the Service can be found in the Investments Guide, and all of these investments are detailed in the Investments List, both of which are available on our website.

Do I have the flexibility to switch the investments I hold at any time?

Yes, at any point you can switch the investments you hold in any product wrapper. A switch is a transaction involving the movement of money between both investments and the Cash Facility or to your Novia Stocktrade account (but not transactions within your Novia Stocktrade account or withdrawal transactions). Your Adviser can do this on your behalf through the Service without any charge. You may decide to pay your Adviser switch commission, up to a maximum of 3% of any switches that are made.

Can I use rebalancing to maintain the desired mix of my investments?

Yes, you may realign the investments held within any product wrapper to maintain the balance of different investments you have chosen with your Adviser. This is known as rebalancing and may be carried out on a one-off basis or regularly – either quarterly or yearly. This service is offered free of any Novia charge. Please consult your Adviser for more details on rebalancing and how to initiate the process.

Can I re-register my investments to and from the Service?

Novia allows you to re-register your investments both to and from the Service (apart from the Offshore Bond or into the SIPP). Re-registration means moving your existing investments, as they are, to one or more of the product wrappers you hold with the Service. Your investments are not bought or sold so your money remains invested.

Should you wish to move your investments away from the Service, Novia allows you to re-register away free of any charges. (Please note, transfers away of aggregated ETFs and equities in a Novia Stocktrade account will be charged at £15 plus VAT per stock). However, it is important that you check with your new provider that they can accept the investments before commencing the transfer. You should also be aware that not all investment managers allow their investments to be re-registered. Please see the Terms & Conditions and speak to your Adviser for more information on re-registration with the Service.

Can I transfer to and from the Service?

In some cases where the product wrapper rules do not allow re-registration, or if you and your Adviser decide that you want to change the investments held within your product wrapper, you can transfer* your funds to Novia. This involves your existing provider selling your investments and sending the proceeds to Novia – however, the taxation characteristics that may apply to the product wrapper are retained (for example within a SIPP or ISA).

*Please be aware there may be tax implications and you should seek professional advice.

Can I buy and sell equities and other stock exchange traded investments?

Through the Service you can access a wide range of investments, which include equities and other stock exchange traded investments such as Exchange Traded Funds (ETFs) and Investment Trusts. Please refer to the Investments List to see the types of investment available through the Service for each product wrapper. You can only trade and hold equities and other stock exchange traded investments where we are able to source a price for them via our data provider. Where we cannot price these investments you may be asked to sell them.

Novia uses a stockbroking partner, Stocktrade, to trade these types of investment as instructed by you, or your Adviser, through your own Novia Stocktrade account. When you first request to trade equities you will be issued with a secure username and must register online for a password to access your Novia Stocktrade account via our secure website. You may buy and sell sterling denominated equities and other investments traded on the London Stock Exchange.

This is subject to investments permitted within the product wrapper you hold. You can trade by logging on via the Novia website or by telephone with the stockbroker. You may also provide your Adviser with access to your Novia Stocktrade account to view your investments or trade on your behalf. There is a dealing charge levied by the stockbroker of 0.3% of the value traded, subject to a minimum of £15 and a maximum of £75. This will be deducted from your Novia Stocktrade account when you deal. There will also be a £10 plus VAT per quarter charge for using this service levied on each Novia Stocktrade account you hold (in each product wrapper, including each part of your SIPP).
The stockbroking service is offered subject to both Novia and Stocktrade's terms and conditions, which you should read for further information. Both are available at www.novia-financial.co.uk

Can I buy and sell Exchange Traded Funds (ETFs) without a Novia Stocktrade account?

ETFs are stock market traded collective investment funds that closely track an index or sector, such as the FTSE 100 or global water industry. Information about the investments available can be found in the Investments Guide and the Investments List, both available at www.novia-financial.co.uk. You may buy and sell some ETFs through the Novia Service without using a Novia Stocktrade account. These ETFs are aggregated by Novia and traded daily. Your Adviser can give you more information on the ETFs available through Novia. There is a charge on the total value we trade that day, of 0.15% up to £50,000 and 0.05% over £50,000, up to a minimum of £150. You will pay your proportionate share of the total charge, which may be shared between more than one client. 0.03% per annum is levied from the Cash Facility of a product wrapper (including each part of a SIPP) within which you hold such investments. Any Stamp Duty applicable will be included in addition to this charge.

Can I buy and sell alternative investments?

'Alternative investments' refers to investment vehicles, such as hedge funds and other non-daily dealt investments, which are unlike traditional funds such as unit trusts and OEICs or equities like shares and investment trusts. They are not authorised by the regulator, the FSA, and may be complex and have risk-reward profiles unlike traditional investments. Through the service you may be able to access a range of alternative investments, subject to any dealing minimums applicable, including some hedge funds and structured products. Information about the investments available can be found in the Investments Guide and the Investments List, both available at www.novia-financial.co.uk. You should read all available literature from the investment manager concerned and discuss with your Adviser whether these investments are suitable and ensure that you understand the specific, and often increased, risks that may apply. Please consult your Adviser for further information and read the Terms & Conditions.

How will I know how my investments are performing?

- You can use our secure website at any time for a constantly updated valuation and fully archived transaction histories detailing all of the investments you have made. Information regarding your Novia investments can be found at www.novia-financial.co.uk where you can log on to your secure area using the unique username and password available through your Adviser.

- We will send a statement twice a year detailing the value of all your product wrappers held with Novia as at April and October. You can also ask your Adviser for an update at any point in the year.

Will I receive any other information about my investments?

Changes to underlying investments that you may have within a product wrapper, such as a change in the name of the fund, are known as 'corporate actions'. This information will be made available on our website. If you want to receive further information such as annual reports and accounts. This can be arranged and you should see the Terms & Conditions for details.

What about withdrawing money and taking income?

You may make withdrawals from Novia, but this will depend on the features and legislation regulating each product wrapper. Income such as dividends or distributions generated by your investments will accumulate in the Cash Facility held within each product wrapper. Depending on the product wrapper you may be able to set up regular withdrawals and take income through such withdrawals. Withdrawals will be paid to your specified bank account. See the product wrapper Key Features for specific withdrawal details.

How will tax affect my investments?

The tax status of your investments and tax you will pay will depend on your individual circumstances and the tax treatment of the product wrappers you open. Each product wrapper is taxed differently and you should refer to the respective Key Features, Terms & Conditions and your financial Adviser to understand how tax will affect you and your investments.

What happens if I change my mind?

Once you have decided to use the Service and opened a product wrapper you can change your mind and cancel within 30 days. This applies for any of the product wrappers we offer and we will notify you of this when you open a product wrapper. If you tell us you wish to cancel we will return your money, but if the value of your investment has fallen since opening a product wrapper you may not receive the full amount you invested. If you have opened a Novia Stocktrade account within a product wrapper you will need to close this. With regard to transfers you should be aware that in some circumstances your existing provider may refuse to accept a transfer back. It may not be possible to immediately cancel or sell all the investments you hold due to their characteristics and restrictions. Where this is the case, your product wrapper will remain open until such time as all investments have been sold.

What happens to my investments if I die?

The tax treatment of your investments will depend on the product wrappers you hold and your personal circumstances. With the exception of the SIPP, authority over your investments will pass to your personal representatives, and we can then only accept their instructions. Regulations regarding the SIPP pass authority over any monies within the product wrapper to the pension scheme administrator, who will distribute any funds following death. Please consult your financial Adviser and the Terms & Conditions for further details.

/ Other Information

What if I have a complaint?

If you wish to complain about any aspect of the Service please write to our Compliance Manager at the address given below where your complaint will be handled in accordance with Novia's internal procedures and the Financial Services Authority rules governing complaints:

Compliance Manager
Novia Financial plc
Cambridge House
Henry Street
Bath
BA1 1JS

On receipt of your complaint, you will receive a letter of acknowledgement together with notification of Novia's complaints procedure.

If your complaint is not dealt with to your satisfaction you should contact the Financial Ombudsman Service at this address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Further information on complaints can be found in the Terms & Conditions.

Some complaints relating to the Offshore Bond may be referred to the provider, Royal London 360 Insurance Company Limited, and may be covered by the Isle of Man ombudsman scheme. Details are provided in the Offshore Bond Key Features.

Will I be entitled to compensation?

Novia is covered by the UK Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations, you may be entitled to compensation from the scheme. This depends on the type of business and circumstances involved. Most types of investment business are covered for £50,000.

For cash held within the Cash Facility(ies) the maximum compensation from the scheme is £85,000 per person, per banking licence. The HSBC group provides banking facilities for the Cash Facility. Therefore, for example, if you held £85,000 with HSBC and £85,000 with First Direct (part of the HSBC group in the UK), you would be covered by the scheme for £85,000 in total.

Further information is available from the FSCS, who you can contact on 020 7892 7300.

The Isle of Man compensation scheme may apply to your Offshore Bond and full details of this are provided in the Offshore Bond Key Features.

Who regulates Novia?

Novia Financial plc (trading as Novia) is authorised and regulated by the Financial Services Authority (FSA). Novia's FSA Authorisation number is 481600. The FSA is the regulator for the financial services industry throughout the UK. The Offshore Bond provider, Royal London 360 Insurance Company Limited is regulated by the Isle of Man Government Insurance and Pensions Authority. More information on Novia is available in the Terms & Conditions.

How do I contact Novia?

If you have any queries about your investments with Novia you should contact your financial Adviser in the first instance. If you have any further questions or enquiries please get in touch with us.

You can contact our dedicated Client Services Team either by:

- Emailing us at clientservices@novia-financial.co.uk
- Calling us on 0845 680 8000.

Our address, where all correspondence should be directed is:

Novia Client Services
PO Box 4328
BATH
BA1 OLR

For further information on any aspect of the Service and investing through Novia please visit www.novia-financial.co.uk

/ Novia General Investment Account (GIA) Key Features

/ Aims

The Novia GIA is a product wrapper which incorporates a general purpose investment account and a Cash Facility, where you can invest lump sums and/or regular amounts.

It allows you to hold a wide variety of investments, with access to a broad range of underlying assets.

There is no upper limit on how much you can invest or withdraw although income and capital withdrawals may be subject to tax.

/ Your Investment

Through your Adviser a GIA can be opened either online at our secure website www.novia-financial.co.uk or by sending us a fully completed application form. We must receive a correctly completed application and your initial investment or regular Direct Debit Instruction.

You may send us your initial investment by bank transfer, cheque, or for regular investments a Direct Debit Instruction. Please see the appropriate application form for more information.

The GIA has certain rules regarding the minimum amount of money you can invest. They are shown below:

Your Adviser will instruct us to carry out the investment decisions you have agreed. The types of investment available through the GIA are shown in the Investments Guide. Details of charges and links to more information on specific risks that may apply can be found in the Investments List which you should read before proceeding. Both are available online at www.novia-financial.co.uk

All money you invest in your GIA will be deposited into the Cash Facility from where it will be invested according to your Adviser's instructions. The Cash Facility in your GIA must maintain a balance of 2% of the value of the product wrapper and will be used for investing your money, making withdrawals, receiving income and rebates from your investments and paying charges.

If the balance of the Cash Facility falls below 2% we may, on a monthly basis, sell investments (excluding investments traded through your Novia Stocktrade account) on your behalf to maintain the balance. Please see the Terms & Conditions for details.

Minimum Investments in a GIA

Type of investment	Minimum amount	Maximum amount
Initial Lump Sum Investment	£1,200	No maximum
Additional Lump Sum Investment	No minimum	No maximum
Initial Regular Investment	£100 per month or £1,200 per year	No maximum
Ongoing Regular Investment	£100 per month or £1,200 per year	No maximum

/ Risks

All product wrappers, including the GIA, are exposed to risks, that you should be aware of, which are explained earlier in the Service Key Features. See the risks section at the start of this document for important information regarding the risks of investing in a GIA. You should also consult the Investments List for links to the investment managers which detail the specific risks associated with each underlying investment available.

Charges levied by the investments you choose to hold within your GIA may vary and will affect your investment; they will have the same effect as reducing investment growth. See the Investments List for details of these charges.

If there is insufficient cash in your Cash Facility, Novia may require you to sell one or more investments to meet outstanding charges and such transactions can occur at a disadvantageous time. Within a GIA, such a sale may result in a Capital Gains tax liability. Any capital growth and withdrawals taken from your GIA may be subject to tax, you should seek advice from your financial Adviser.

/ Charges

The Initial Charge will apply to new money you invest into your GIA.

The Annual Charge for the Novia Service is deducted proportionately from all the product wrappers you hold, which will include your GIA.

Investment manager charges detailed in the Investments List and rebates will apply to investments you hold within the GIA.

Adviser remuneration will be deducted from the GIA Cash Facility according to your agreement with your Adviser.

All of these charges apply to your GIA as detailed in the Novia Service Key Features and Terms & Conditions.

To see the effects of any charges please ask your adviser for an illustration.

/ Questions and Answers

How will my Adviser manage my investments?

To buy, sell or switch investments or change any other aspect of your GIA, such as the level of withdrawals you want to receive, your Adviser will use the Service to complete the instruction on your behalf. For some transactions we will require evidence of your signed approval. Following a request to switch investments we will sell the investment requested and will purchase the target investments once the proceeds are received into the Cash Facility.

You may request portfolio rebalancing to be carried out quarterly or annually at no extra charge, which will maintain the desired balance of your investments. Certain investments, such as equities, will be excluded from rebalancing. There is further information about dealing points, switching and rebalancing in the Terms & Conditions and you should ask your Adviser if you are unsure.

Can I take money out?

Full or partial withdrawals may be made at any time and will be taken from the Cash Facility. The minimum one-off withdrawal is £100 where a minimum of £1,000 must remain in the GIA. Regular withdrawals, with a minimum of £25 and a maximum of 10% of the GIA value may be made as a fixed amount, or as a percentage and taken monthly, quarterly or annually. If the regular withdrawal is a fixed amount it can be automatically increased annually if requested. To meet the withdrawal instruction, investments will be sold where necessary and the proceeds deposited into the Cash Facility. For further details of how and when regular and lump sum withdrawals are made please see the Terms & Conditions and speak to your Adviser.

What about tax?

Your tax position will depend on your personal circumstances, so you should speak to your Adviser. Investments held within your GIA may be subject to income, capital gains and inheritance tax. As we may sell investments on your behalf to maintain the 2% balance of your Cash Facility this may result in a Capital Gains tax liability which you should be aware of. You should speak to your Adviser for more information on how this may affect you. Interest on cash held within your GIA will be paid following the deduction of tax, which we will pay to HM Revenue and Customs. You will receive a tax statement from us once a year, detailing all dividends or interest received.

/ Novia Individual Savings Account (ISA) Key Features

/ Aims

There are two types of Novia ISA product wrapper, a cash ISA and a stocks and shares ISA.

In any one tax year, you can invest in:

- A cash ISA where your cash is held on deposit and earns tax free interest
- And/or a stocks and shares ISA where you can hold a wide variety of investments available through Novia

It allows you to invest either lump sums or regular contributions and make withdrawals and take income, benefitting from the advantage that all income and any capital gain is free from tax.

/ Your Investment

You may open an ISA through your financial Adviser either online at our secure website or by sending us an application form. We must receive a correctly completed application and your initial investment, or regular Direct Debit Instruction, before proceeding.

You may send us your initial investment by bank transfer, cheque, or for regular investments a Direct Debit Instruction. We will wait until your cheque has cleared before proceeding with your investment. Please see the appropriate application form for more details.

Government ISA Limits

Investment Options in a Novia ISA in any one tax year
Option 1 - Up to £10,680 in a stocks and shares ISA only
Option 2 - £5,340 in a cash ISA only
Option 3 - Mix of stocks and shares and cash ISAs with a combined total of up to £10,680 with a maximum of up to £5,340 in the cash ISA

Minimum and Maximum Lump Sum Investment and Regular Contributions

	Lump Sum minimum	Lump Sum maximum	Regular minimum	Regular maximum	Total for the tax year
Cash ISA	£1,200	£5,340	£100 per month (£1,200 per year)	Up to £5,340	£5,340
Stocks and Shares ISA	£1,200 initial. No minimum top-up	£10,680 (less cash ISA)	£100 per month (£1,200 per year)	Up to £10,680 (less cash ISA)	£10,680 (less cash ISA)

In a cash ISA all money you invest will be placed within the Cash Facility. This is held in a deposit account with HSBC plc which is authorised and regulated by the FSA. Charges on your ISA will be deducted from the Cash Facility and interest will be added on all deposits without deduction of tax. The updated current rate of interest can be viewed at any time on our website, www.novia-financial.co.uk. Interest is calculated daily and credited to your account monthly.

In a stocks and shares ISA the money you invest will first be deposited into the Cash Facility, from where it will be invested according to your Adviser's instructions into a range of investments offered subject to ISA regulations.

The Cash Facility only holds your money while it is awaiting investment. It is designed to allow you to invest your money and any investment income received once charges have been deducted. You cannot hold funds permanently in the Cash Facility, and excess cash will be invested monthly according to your wishes. Any interest paid on cash held pending investment will be paid to your Cash Facility after tax has been deducted and paid to HM Revenue & Customs by us.

In a stocks and shares ISA your Adviser will instruct Novia to make the investment choices you have agreed. The types of investment available to you within the ISA can be found in the Investments Guide and each investment is shown, along with charges that apply in the Investments List.

/ Risks

All product wrappers, including the stocks and shares ISA, are exposed to risks, which you should be aware of, that are explained earlier in the Service Key Features. See the Risks section at the start of this document, for important information regarding the risks of investing in an ISA. You should also consult the Investments List for links to the investment managers which detail the specific risks associated with each underlying investment available. The cash ISA carries no investment risk.

All charges levied on the ISA will have an impact on the value of your investment and will have the same effect as reducing investment growth. Any changes to charges made may adversely affect your investment – please see Effects of Charges below.

/ Charges

The following charges apply to your Novia ISA:

- The Initial Charge will apply to new money you invest into either ISA.
- The Annual Charge for the Novia Service is deducted proportionately from all the product wrappers you hold, which will include your ISA.
- In a stocks and shares ISA, investment manager charges detailed in the Investments List and Novia negotiated rebates will apply to investments you hold.
- Adviser remuneration will be deducted from the ISA according to your agreement with your Adviser.
- All of these charges apply to your ISA as detailed in the Novia Service Key Features and Terms & Conditions.
- To see the effects of any charges please ask your Adviser for an illustration.

/ ISA Regulations

To open an ISA you must be a UK resident or Crown employee abroad and at least 18 years of age for a stocks and shares ISA and at least 16 years of age for a cash ISA. You may not open an ISA jointly with someone else. You must agree to abide by the HMRC ISA regulations; failure to do so may result in your ISA being void. It is your responsibility to ensure you do not exceed the ISA investment limits. If you make an online application we will send you an ISA declaration as part of your contract note which you should check carefully and return if anything is incorrect.

In each tax year, ISA investors may subscribe to one cash ISA and one stocks and shares ISA. They may not subscribe to two (or more) cash ISAs, or two (or more) stocks and shares ISAs in the same tax year. Where the investor makes a transfer of current year subscriptions from a cash ISA to a stocks and shares ISA, the subscriptions to the cash ISA are treated as if they were made to the stocks and shares ISA so the investor can subscribe to a cash ISA following the transfer. This is subject to the overall subscription limits.

Please read the Terms & Conditions carefully for further details of the ISA regulations.

/ Questions and Answers

How will my Adviser manage investments in my stocks and shares ISA?

To buy, sell or switch investments in your stocks and shares ISA, your financial Adviser will use the Service to action the instruction on your behalf. For some transactions we will require evidence of your signed approval. Following a request to switch investments we will sell the investment requested and will purchase the investments once the proceeds are received into the Cash Facility.You may request portfolio rebalancing, which will maintain the desired balance of your investments, to be carried out quarterly or annually at no extra charge. Some investments, such as equities, will be excluded from rebalancing. For more information on rebalancing please consult your Adviser.

How will I manage my cash ISA?

When you invest money into your cash ISA, it will be deposited and held within the Cash Facility permanently. You cannot purchase investments but will receive interest tax free.

What about transfers from another ISA?

You may transfer in your investment from another recognised ISA manager if both we and they accept your request. You may transfer in cash or re-register units according to our Terms & Conditions and those of your previous ISA manager. You may transfer out your ISA to another ISA manager, without charge by us, if they accept your request.

What about tax?

Taxation which could affect your ISA depends upon legislation and any changes to it. You should always consult your Adviser for more information on tax and how it may affect you. Currently there is no income or capital gains tax payable on investments held in an ISA, but dividend distributions will have been liable to tax which is deducted by the investment manager. Interest earned on money in your cash ISA will be paid without deduction of tax. However in a stocks and shares ISA, cash temporarily held in the Cash Facility will earn interest after deduction of tax.

Can I take money out?

Full or partial withdrawals may be made at any time and will be taken from the Cash Facility. The minimum one-off withdrawal is £100 where a minimum of £1,000 must remain in the ISA. Regular withdrawals, with a minimum of £25 and a maximum of 10% of the ISA value may be made as a fixed amount, or as a percentage and taken monthly, quarterly or annually. If the regular withdrawal is a fixed amount it can be automatically increased annually if requested. To meet the withdrawal instruction, investments will be sold where necessary and the proceeds deposited into the Cash Facility. For further details of how and when regular and lump sum withdrawals are made please see the Terms & Conditions and speak to your Adviser.

/ Novia Self Invested Personal Pension (SIPP) Key Features (including those within a Group SIPP scheme)

/ Aims

The Novia Self Invested Personal Pension (SIPP) product wrapper is a personal pension plan incorporating a Cash Facility allowing transparent and efficient investment.

A SIPP lets you, with your Adviser, invest your pension fund independently and take income flexibly, subject to HMRC regulations.

It offers a way to save efficiently and flexibly for the future and allows you to take advantage of the tax benefits of a pension. It can:

- Give you an income when you choose and qualify, such as at retirement and normally after the age of 55.
- Offer access to some of your fund as a tax free lump sum when you commence your pension.
- Provide for your dependants in the event of your death.
- Allow you to purchase an annuity on the open market.

It allows you and your Adviser to make personal investment decisions for your future and retirement, providing access to a wide range of underlying investments.

A Novia SIPP allows you, a third party and your employer to make regular contributions, invest lump sums and transfer in monies from previous plans to build up a pension fund.

/ Your Investment

You can use a SIPP to build up a portfolio of investments which may be used later in your life, such as after retirement, to take benefits. This may be in the form of an annual income or an annuity purchase. You may make contributions and transfer in funds you have built up at another registered pension scheme, subject to the HMRC rules on pension transfers.

When you decide you want to receive benefits from the fund you have built up, a SIPP offers you flexibility in how you take and continue to receive income.

You may usually take benefits from your SIPP from the age of 55. You may use any, or a combination of, the options available to you:

- A tax free lump sum of typically up to 25% of the value of your SIPP fund when you commence taking income, known as 'SIPP drawdown' or when you purchase an annuity.
- From then, you take a variable annual income, dependent on decisions you and your Adviser make, the size of your fund and calculations made by the Government. This is paid from your SIPP as pension drawdown - known through Novia as SIPP Drawdown.
- At any point after 55, you may purchase an annuity on the open market with your SIPP investments, which provides a specified annual income for your retirement, dependent on the size of the fund you have built up. You may also take a 25% tax free lump sum and then purchase an annuity with the remainder of the fund.

You should discuss all of the options available regarding your retirement and your SIPP with your financial Adviser.

You may make lump sum and regular (monthly or annual) contributions and transfer in monies, which we accept, from any UK registered pension scheme.

Please see below for lump sum and regular contributions and transfer minimums.

Details of HMRC tax allowances are available on their website at www.hmrc.gov.uk

Responsibility for adhering to HMRC regulations and the tax implications of breaching HMRC investment limits are you and your Adviser's responsibility. Investing above the limits on annual and lifetime contributions will incur a tax charge which you should be aware of.

You and your financial Adviser may open a SIPP by sending us a correctly completed application or online at www.novia-financial.co.uk. You may send us your investment by cheque, bank transfer and for regular investments by Direct Debit, or by transferring funds from another registered pension scheme. Please see the appropriate application form for more details.

Contributions to your SIPP will be deposited into the Cash Facility from where Novia will invest them as instructed by your Adviser. A balance of 2% of your SIPP must be maintained in the Cash Facility, which receives income from your investments and covers charges. If the balance in the Cash Facility falls below 2% Novia may on a monthly basis sell investments (excluding investments traded through your Novia Stocktrade account) on your behalf to maintain it.

You may invest in a broad range of investments through your SIPP, subject to HMRC rules on permitted investments. Information on the type of investment possible can be found in the Investments Guide. The details of which investments are permitted and charges that apply can be found in the Investments List, which can be accessed online at www.novia-financial.co.uk/investments-list

Lump Sum, Regular Contributions and Transfer Limits

	Minimum*	Maximum
Individual and third party lump sum contribution	£960 per annum (if eligible for tax relief, otherwise £1,200)	No maximum but tax liability applies above HMRC specified limits
Individual and third party regular contribution	£80 per month or £960 per annum (if eligible for tax relief, otherwise £100/£1,200)	No maximum but tax liability applies above HMRC specified limits
Employer lump sum contribution	£1,200 per annum	No maximum but tax liability applies above HMRC specified limits
Employer regular contribution	£100 per month or £1,200 per annum	No maximum but tax liability applies above HMRC specified limits
Transfers from another registered pension plan	£1,200	No maximum

*Minimums may vary while you contribute within a Group SIPP scheme. Please contact your scheme Adviser for details. We reserve the right to apply minimum contributions.

/ Risks

All product wrappers, including the SIPP, are exposed to risks which you should be aware of, that are explained earlier in the Service Key Features. See the Risks section at the start of this document for important information regarding the risks of investing through a SIPP and the Investments List for links to the investment managers which detail the specific risks associated with each underlying investment available.

Charges levied on the SIPP will have an impact on the value of your investment and will have the same effect as reducing investment growth. Any changes to charges made may adversely affect your investment. You should consult your Adviser and personal SIPP illustration to see how charges will impact your investment.

You can expect a smaller income than illustrated should you stop or reduce regular contributions before your illustrated retirement age, or if you retire early.

Your investment may not grow at the rate you anticipate or at the rates detailed in your personal illustration. The benefits may therefore be more, or less, than those shown. When you draw a pension or buy an annuity, the amount you receive will depend on the value of your plan, interest rates and calculations made by the Government at that time and the maximum available will be restricted by the regulations imposed.

High income withdrawals are likely to be unsustainable when investment returns are low and the higher the level of withdrawals the less will be available for your dependents or for you to buy an annuity in the future.

Annuity rates can change substantially over short periods of time, both up and down. The longer you wait before buying an annuity the greater risk of lower levels of income if you live longer than expected.

Tax law and practice may change in the future and affect your plan. The level of tax relief on contributions to your plan will depend upon your personal circumstances.

/ Charges

The following charges apply to your Novia SIPP:

- The Initial Charge will apply to new money invested into your SIPP.

- The Annual Charge for the Novia Service is deducted proportionately from all the product wrappers you hold, which will include your SIPP.

- Investment manager charges, detailed in the Investments List, and rebates will apply to investments you hold.

- There will be an additional charge levied when you have commenced income drawdown. This refers to when you begin taking benefits from your SIPP in the form of a regular withdrawal to provide an income. The charge of £75 will be taken annually where an income drawdown payment has been made in that year.

- Adviser remuneration will be deducted from the SIPP according to your agreement with your Adviser.

All of these charges apply to your SIPP as detailed in the Novia Service Key Features and Terms & Conditions.

To see the effects of any charges please ask your Adviser for an illustration.

/ Transfers and your SIPP

You may transfer funds from another, or previous, pension plan from any UK registered pension scheme. You may already have started taking income from the pension plan you are transferring from. Your Adviser will be able to help you transfer in funds from another pension plan that you hold. The minimum amount you may transfer in is £3,600.

You may transfer out from the Novia SIPP at any time, and at no charge from us, however if you make a partial transfer out this is subject to a minimum of £2,000 remaining within the product wrapper. All transfers out are subject to acceptance from another registered pension scheme and any rules and charges that they may apply.

/ Taking Benefits from your SIPP

You can normally take benefits from your SIPP at any point from the age of 55. You cannot usually take benefits earlier than this age, unless ill health forces you to retire or you have a protected early retirement age, in accordance with relevant legislation.

You may usually take a tax free lump sum (known as a Pension Commencement Lump Sum, or PCLS) of up to 25% of the value of your SIPP, thought this may vary in certain circumstances as defined by current HMRC regulations. You should ask your Adviser for more information on taking a tax free lump sum.

Following this you may use the remainder of the fund to purchase an annuity.

Otherwise you may take a variable income, also known as SIPP drawdown'. This may be in the form of capped or flexible drawdown. Flexible drawdown allows you greater flexibility in the amount you may take as income but has certain conditions you must meet. These are set out in further details in the Terms & Conditions. Please speak to your Adviser for more details of how SIPP drawdown works and which type may be most suitable for you.

At any point after retiring you may use the funds you have built up in your SIPP to buy an annuity to provide a specified income. Novia does not offer annuities so you may purchase one on the open market.

You should see the Terms & Conditions and speak to your Adviser to assess which options best suit your personal circumstances.

/ Questions and Answers

How flexible is my SIPP?
You use part of your SIPP (known as uncrystallised) for accumulating your pension fund. When you start taking benefits from your pension fund (such as tax free cash or SIPP Drawdown) the parts you use for this are known as crystallised once you commence taking these benefits. Within a Novia SIPP you may use different investment strategies for these different parts of your pension. This allows you and your Adviser to tailor your chosen investments to suit the different aims of these parts of your SIPP. This can be to reflect your age, lifestyle and retirement strategy and can be used to accurately match your attitude to risk and need for returns. Please speak to your Adviser for more details on using different investment strategies within a SIPP.

How will I manage investments within my SIPP?
To buy, sell or switch investments in your SIPP, your financial Adviser will use the Service to action the instruction on your behalf. Following a request to switch investments we will sell the investment requested and will purchase the investments once the proceeds are received into the Cash Facility. For some transactions we will require evidence of your approval in the form of a signature. Your Adviser may request portfolio rebalancing at no extra charge, which will maintain the desired balance of your investments, to be carried out quarterly or annually. Some investments, such as equities, will be excluded from rebalancing. For more information on rebalancing please consult your Adviser.

Is this a stakeholder pension?
No, the Government has set minimum standards that must be met for a pension to be a stakeholder scheme. These are to do with payment levels, charges and terms and conditions. The Novia SIPP does not conform to these conditions and is not a stakeholder pension.

Stakeholder pensions may meet your needs at least as well as this SIPP. You should consult your Adviser as to whether a stakeholder pension is better for you.

How does tax affect my SIPP?
As with any product wrapper, taxation is determined by your personal circumstances and you should consult your financial Adviser.

As a UK tax payer, contributions you, or a third party (but not your employer), make to your SIPP are eligible for tax relief at the highest marginal rate at which you are taxed. Contributions are paid net of basic rate tax. We will reclaim this from HMRC and invest the tax relief according to your instructions. If you are a higher rate tax payer you can reclaim the extra relief from HMRC.

HMRC has set out certain rules governing the amount of money you may contribute to your SIPP, and the amount you may take as benefits from your SIPP, before a tax charge is made.

The annual allowance shows the amount you may contribute to your SIPP in any one tax year before tax. The allowance usually increases each year, and is available from the HMRC website at www.hmrc.gov.uk

Contributions to your SIPP that are above the yearly allowance set by HMRC are subject to tax, currently 40%.

Benefits you take from your SIPP in the form of SIPP Drawdon will be subject to income tax in the usual manner and will be paid to you after deduction of income tax at the prevailing rate. Similarly, should you choose to purchase an annuity with your SIPP, your annuity payments will be subject to income tax.

When you take SIPP Drawdown from part of your SIPP fund it is known as 'crystallisation'. The lifetime allowane is the total value that may be crystallised within your SIPP, in your lifetime, before an extra tax charge is made by HMRC. This depends on whether benefits are taken as a lump sum or annual income. Details of tax charges that may apply and the prevailing rates at present are available from the HMRC website at www.hmrc.gov.uk. For further information please speak to your Adviser and see the Terms & Conditions.

The taxation of SIPPs is liable to change depending on legislation and HMRC regulations. You should therefore consult you Adviser regarding tax on your SIPP regularly and be aware of any changes and their implications that may occur.

What about annuities?

At any point from the age of 55 you may purchase an annuity on the open market with the funds you have invested in your SIPP, and with remaining funds if you take a tax free lump sum.

You do not need to purchase an annuity but you should discuss this option with your Adviser to determine the benefits for you compared to taking income withdrawals.

Annuity rates may rise or fall and this will determine the level of income you may receive. They may provide a fixed level of income or it may be variable.

Novia does not offer an annuity, so you may purchase this from any provider.

Your financial Adviser will be able to advise you on the benefits and risks of annuities and whether this option is suitable for you.

What about 'Protected Rights' and contracting out from the State Second Pension?

You may transfer in funds containing 'protected rights' from another registered pension plan to your Novia SIPP. This is the portion of a pension fund made up of contributions from 'contracting out from the State Second Pension'. Please see the Terms & Conditions for details of transferring in protected rights from another pension scheme.

- Protected rights within your SIPP cannot provide more than a 25% Tax Free lump sum when you decide to take benefits.

- Protected rights within your SIPP must provide a spouse's, or civil partner's, pension in the event of death, or if you are single, a lump sum may be paid.

Safeguarded rights resulting from a divorce cannot be crystallised until the age of 60 and cannot provide a PCLS.

Contracting out from the State Second Pension (S2P) means opting to receive funds from your National Insurance contributions into your personal pension that would otherwise make up the additional state pension or S2P.

Novia cannot accept contributions to your SIPP as a result of contracting out from the State Second Pension.

What happens if my employer fails to contribute to my SIPP within a Group SIPP scheme?

If an employer fails to contribute into a Group SIPP scheme the trustee may be obliged to report the matter to you and The Pensions Regulator.

If my SIPP is within a Group SIPP scheme, what happens if I leave my employer?

Your current employer will stop making contributions into your SIPP within the Group SIPP scheme. Your SIPP, and all contributions within it, will then continue as an individual SIPP and can be transferred to another pension scheme provider.

You can still contribute into your individual SIPP, although the change in its status means there may be changes to the charges payable on your SIPP. Please discuss this with your Adviser.

What happens if I die?

Under pension regulations, the pension scheme administrator will determine how funds within your SIPP should be disbursed in the event of your death. The scheme administrators will take into account any indication of your wishes which you provide (known as death benefit nomination) and you should discuss this with your Adviser.

Your SIPP can benefit your spouse, civil partner, dependents or others, if you die:

- Before taking any benefits from your SIPP you may nominate your dependents to take an income or purchase an annuity on the open market. Otherwise dependents along with anyone else you nominate can receive a lump sum amount.

- While taking benefits from your SIPP you may also nominate your dependents to take an income or purchase an annuity on the open market. Otherwise, dependents, along with anyone else you nominate, can receive a lump sum amount, but this may be liable to a tax charge. In the absence of dependents you may nominate a charity to receive a tax free lump sum. Novia will maintain a default charity to receive funds where no preferred option is indicated. Please speak to your Adviser for more information on the tax implications involved.

/ Summary of Charges

- This is a summary of the different types of charges that you will pay when using Novia - please see the KFD and Terms & Conditions for full details.
- Novia and Adviser charges are taken from the Cash Facility. Investment Manager and Stockbroking Charges are taken from the money you place into an investment.
- All charges deducted (and any negotiated rebates credited) are clearly shown on half yearly statements and online transaction summaries.

Novia Charges	**Novia Initial Charge***
	Novia Annual Charge 0.50% Up to £250,000 0.40% £250,000+ to £500,000 0.30% £500,000+ to £750,000 0.20% £750,000+ to £1m 0.15% £1m+ Each tier applied progressively to the total value of all monies held within each Novia account
	Other Charges if applicable: Offshore Bond – 0.20% pa SIPP Income Drawdown £75pa
Investment Manager Charges These will depend on the specific investments selected	**Investment Initial Charge** Typically 0%
	Investment Annual Management Charge (AMC)/Total Expense Ratio (TER) Varies between 0.10% and 3% pa
	Rebates from Investment AMC Credited in full to client's Cash Facility
Adviser Charges	% of your portfolio or fixed charge as agreed between you and your Adviser

If you use a Novia Stocktrade Account or buy and sell aggregated ETFs and Investment Trusts there are stockbroking charges for this.

Stockbroking Charges	**Novia Stocktrade Account** • 0.30% of trade • £10+VAT per quarter per product wrapper
	Aggregated ETFs/Investment Trusts • Proportionate share of 0.15% up to £50,000 / 0.05% over £50,000 up to a max of £150 • 0.03% per annum of aggregated ETFs/Investment Trusts held

* Novia Initial Charge is subject to trading terms between Novia and your Adviser. Please ask your Adviser for an illustration for details.

Cambridge House, Henry Street, Bath BA1 1JS
T / 0845 680 8000 F / 01225 460 859 W / novia-financial.co.uk E / info@novia-financial.co.uk

KFD 0911