

General Investment Account (GIA) ("Platform GIA")

Key features





Please read this document carefully

The Financial Conduct Authority is the independent financial services regulator. It requires us to give you this important information to help you decide whether the Platform GIA is right for you. You should read this document carefully so you understand what you are buying and then keep it safe for future reference.

The purpose of this Key Features Document is to provide you with a clear understanding of the CASFS Platform ("Platform") and the information you need to help you make a decision about the Platform GIA. To help ensure you make the right decision for your circumstances please read this Key Features Document in conjunction with your personalised Key Features Illustration, Key Investor Information Documents (KIIDs) (where appropriate), Schedule of Charges and the Platform Terms and Conditions. If you are unsure about any of the information provided, or have any questions, please speak with your financial adviser who will be able to help you.

Countrywide Assured plc and CASFS Ltd are subsidiaries of Chesnara plc. CASFS Ltd uses certain services such as the website provided by Countrywide Assured plc.

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Overview

The Platform makes life less complicated. It is a secure online account that enables you to bring your investments together in one location making it easier for you and your financial adviser if you have one to review the performance of your investments.

Having all your investments in one convenient location enables you to see how your portfolio is performing as a whole, as well as the performance of your individual investments.

The Platform is brought to you by CASFS Ltd ("CASFS"), however Hubwise Securities Limited (Hubwise) provides certain platform administration functions including trading, settlement, custody and associated services, together with facilities for investing in funds from a range of different providers.

Hubwise is also the provider of the Platform GIA. You will therefore be a client of both CASFS and Hubwise.

CASFS is authorised and regulated by the Financial Conduct Authority with number 472783. Hubwise is authorised and regulated by the Financial Conduct Authority with number 502619.

Neither CASFS nor Hubwise provide financial advice. We are not able to make any recommendations about the services or the products and assets that are available through the Platform. We make available and provide the appropriate systems, processes and infrastructure to help give effect to the investment decisions you make with the help of your financial adviser.

Ideally we would like you to appoint a financial adviser to access the Platform and we refer to your financial adviser throughout this document. If you do not have an appointed financial adviser where we refer to financial adviser you should contact our Client Services team in the first instance.

Aims

- To provide an accessible investment account.
- To provide a wide range of investment options.
- To provide an opportunity for capital growth and income over the medium to long term.
- To provide access to your money through one-off or regular withdrawals.

Your commitment

Before you commit to the Platform GIA you should satisfy yourself that you understand the features and risks of the Platform and the Platform GIA, so you can decide whether it is likely to meet your needs and expectations.

To ensure that the Platform GIA and your chosen investments continue to meet your requirements, their performance should be monitored regularly. Your financial adviser will be able to help with this. There is no minimum period for holding a Platform GIA however you should consider it to be a medium to long

term investment. You must provide accurate and complete information when applying for a Platform GIA. You are obliged to tell your financial adviser or us about any changes to your contact details, country of residence or citizenship as soon as possible after any change.

YOU WILL NEED TO COMPLY WITH THE MINIMUM LEVEL OF INVESTMENT REQUIRED AS SET OUT IN THIS KEY FEATURES DOCUMENT.

Risks

The value of assets held within your Platform GIA may go down

- It is important to understand that the value of your Platform GIA and the returns you expect to receive depend entirely upon the performance of the underlying assets selected via the investment option you have chosen. The value of those assets can fall as well as rise and you may not get back your original investment. Your capital is at risk.
- Past performance is not a guide to the returns you may receive in the future.
- What you get back is not guaranteed and may be less than forecast in your personal illustration:
 - if you cash in your Platform GIA earlier than assumed in your personal illustration;
 - if you do not make the subscriptions assumed in your personal illustration;
 - if the investment performance is lower than assumed in your personal illustration; or
 - if you choose to take withdrawals which exceed the growth of your Platform GIA.

Impact of charges and expenses

- Fees and charges will have an impact on the value of your Platform GIA. These charges may vary over time and you should be aware that any increase in these charges would have an adverse impact on your Platform GIA. Fees and charges applicable to your Platform GIA are explained in the Platform Terms and Conditions and are set out in your personal illustration and the Schedule of Charges, which is available on our website or on request.

Transferring existing investments to the Platform

- You are able to transfer your existing Platform GIA(s) to the Platform. If you transfer an existing GIA your current provider may not support the re-registration of your investments therefore they may need to be sold first. In this instance, the cash would be transferred to your Platform GIA.
- If your investments need to be sold first and the proceeds transferred in cash please be aware that you may lose out on income and capital growth while your money is not invested in the market during the transfer. Additionally if existing assets are sold and a gain arises on the sale you may incur a capital gains tax liability.
- Additional charges may apply when certain investments are repurchased in the Platform GIA.
- You will not have access to your Platform GIA until the transfer is complete.

Taxation

You may need to declare income and any capital gains from your investments on your tax return.

Any sales executed whether to pay charges, realign your portfolio or raise money for withdrawal may be subject to capital gains tax.

Dividends and income distributed from UK domiciled funds as interest, plus interest on cash deposits is paid gross. You may be liable for additional tax depending on your personal tax status.

Each year you will receive a consolidated tax certificate with details of the deduction of tax from your Platform GIA for the previous year.

Tax rules could change in the future.

Processing investment instructions

- The price paid for assets to be held in your Platform GIA may rise or fall in the period between us receiving your instruction through your financial adviser and the time the instruction is processed. There may be situations where you are in an advantageous position as a consequence of this although there may be situations where you may be at a disadvantage.

Exercising our right to liquidate

- If insufficient cash is held we may exercise our right to sell some or all of the assets held within your Platform GIA to meet charges and fees. This may occur at a disadvantageous time in terms of price.

The effect of foreign exchange rates

- If you hold any assets which are not denominated in sterling, the value of those investments will be affected by movements in the foreign currency exchange rates as well as movements in the value of the underlying investments.

If you change your mind

- If you exercise your right to cancel your Platform GIA you may find that the value of your investment falls between the date of your investment and the date of cancellation and that you may receive back less than you paid in.

Questions and answers

Who provides the Platform GIA?

Hubwise provides the GIA via the Platform.

Is the Platform GIA right for me?

If you are looking for an investment account that offers a fast, simple and easy solution for investing your money over the medium to long term the Platform GIA could be right for you. It involves more risk than a deposit savings account however the potential for growth is greater.

As your attitude to risk and financial objectives can change you can switch the investments accordingly to reflect these.

Who can open a Platform GIA?

The Platform is now closed to new business but existing Countrywide Assured clients can make adhoc or regular contributions or transfer in monies from another provider.

What is the minimum contribution?

Minimum Lump Sum: £1,000

Minimum Regular Contributions: £50 per month / £250 per quarter / £500 per half year / £1,000 per annum

What is the maximum contribution?

There is no limit as to how much you can contribute to the Platform GIA.

What can I invest in?

The investment options available under the Platform are as follows:

Sanlam Investments Solutions Fund Range

The Sanlam Investments Solutions Fund Range is a range of risk targeted funds managed by atomos and Sanlam Investments, whose capabilities combine the freedom and expertise to invest across a wide spectrum of asset classes, markets and instruments, offering access to a wide universe of opportunities.

Model Portfolios

The model portfolio service comprises a range of Active, Indexed and Socially Responsible (SRI) model portfolios managed by atomos and is brought to you by your financial adviser, the discretionary manager which is currently atomos, CASFS, and Hubwise as the Platform GIA provider. This service enables the discretionary manager to select, buy and sell the assets in which your Platform GIA is invested without prior reference to you.

In order to access this service you must have a financial adviser who will consider a range of model portfolios and recommend one or more model portfolios for you depending upon their assessment of your risk profile. Once selected, your Platform GIA shall be invested in the model portfolio. The assets making up the model portfolio will be selected and managed by the discretionary manager in accordance with the restrictions of the model portfolio you have chosen.

You can, at any time, agree with your financial adviser to change a model portfolio applied to your Platform GIA to another from the available range. Changing a model portfolio would mean a change in risk profile. Your financial adviser will be able to advise you on whether such a change will be suitable for you.

Third Party Funds

You may invest in one or more of the third party managed funds available under the Platform. The Platform will take instructions from you or your Adviser (acting as agent on your behalf) and will place orders with the relevant asset provider to buy and/or sell shares in the funds based on those instructions, in accordance with the dealing provisions in the Platform Terms and Conditions.

Can I transfer an existing Account to the Platform?

Yes. You can transfer an account held with other providers into the Platform GIA. The Platform does not charge you for transferring your account across however your existing plan manager may apply exit charges. (You will need to contact your current provider to find out what the exit charges may be).

How can I transfer my existing account to the Platform?

If you have an existing investment account, you can move your investments to us by a process called "re-registration". This means your existing investments are not sold; they are simply moved from your current provider to us. With your investments remaining invested at all times you will not miss out on market movements. Please note this is only possible where the Platform supports the assets being re-registered. This option may not be available however if your current provider does not facilitate the re-registration of your investments.

If your current account provider does not facilitate re-registration, you can still transfer to the Platform GIA. Your existing investments will need to be sold and the proceeds from the sales transferred as cash for you to invest. Please be aware that:

You may lose out on income or investment growth while your money is not invested during the transfer period.

When the sale of existing investments results in a gain there may be a resulting capital gains tax liability.

Initial charges may apply when new investments are purchased through the Platform GIA.

You will not have access to your Platform GIA until the cash transfer is complete.

Before transferring you should seek advice from your financial adviser. If you decide that our Platform GIA is right for you and you would like to transfer your existing account across you will need to complete the Platform GIA transfer authority form and send it to us or your financial adviser.

What is the Key Investor Information Document (KIID)?

A Key Investor Information Document (KIID) is a pre-sales document which replaces the simplified prospectus. The KIID is produced by the fund manager, not the Platform and contains details of the fund you are thinking of investing in, including:

A short description of its investment objective and policy.

A presentation of past performance scenarios.

Costs and associated charges.

The risk/reward profile of the investment, including guidance and warnings.

Your financial adviser is responsible for providing KIIDs to you where you are investing in the CASFS funds or third party funds. Alternatively you can obtain these directly from us. How will you keep me informed about my Platform.

How will you keep me informed about my Platform GIA?

The Platform has been designed to make it easy for you and your financial adviser to keep track of your investments and ensure you are on course to meet your objectives. Your adviser will keep you up to date with information about your investments, their performance and current value. We can also provide you with online access to this information.

In addition, once made available by Hubwise on the Platform, we or your financial adviser will be responsible for sending you:

Corporate action notifications to keep you informed of any corporate actions on investments that you hold within your Platform GIA.

Consolidated tax certificate to help you complete your tax return. These will detail the taxable income received on funds directly held on the Platform and any tax deducted from the interest earned on cash accounts.

The following information will be made available to you online via the Platform:

Contract notes every time investments are bought, sold or switched. Contract notes are not provided for regular investments.

Quarterly statements providing information on the value of your investments, the transactions that have taken place on your account since your last statement, any income or dividends received and cash withdrawn.

Communications will be sent to you by post where you are unable to receive online communications.

Can I withdraw money from my Platform GIA?

Yes, withdrawals from your Platform GIA can be requested as a lump sum or regular payment at any time and can be paid directly into your nominated bank account.

Can I make transfers from my Platform GIA to my ISA and/or Pension

Yes, you can arrange for transfers to be made in cash from your Platform GIA to your ISA and/or your Pension (as applicable) under the Platform. We are required to wait for cash proceeds of the sale of any assets to be received before using them to make a subscription to the receiving account. The sale of assets in your Platform GIA will be made proportionately across all assets.

You should be aware this will involve a sale of assets in your Platform GIA and re-purchase of assets in your ISA and/or Pension and therefore may give rise to a personal capital gains tax liability depending on your circumstances. It could also occur at a disadvantageous time in relation to market fluctuations.

Should the transaction cause the remaining balance in your Platform GIA to fall below the minimum required we reserve the right to refuse to action the request or to close the Platform GIA.

Can I hold cash?

Yes, the Platform GIA has a facility for you to hold cash.

Cash held by Hubwise, as the custodian, will be held as client money in designated client money bank accounts in accordance with the regulator's rules. This means any money held within the accounts is recognised by the bank as belonging to clients of Hubwise, rather than Hubwise itself. You should note client money will be pooled with other client money of the bank and then distributed rateably, so any shortfall in the client bank account will be shared pro rata between all Hubwise clients.

Please refer to the section 'Financial Services Compensation Scheme' below for information regarding compensation limits in the unlikely event a bank holding your cash in a designated client money bank account defaults.

Is any interest paid on cash held in respect of my Platform GIA?

Yes interest is paid on cash held in the Platform GIA client account and will be credited at rates received by Hubwise, calculated daily and applied half yearly in June and December. This will be paid at our normal interest rate. Hubwise will pay credit interest at a blended rate every 6 months within 10 days of the amount being calculated and 100% of the interest collected by Hubwise is paid to you on a pro rata basis based on the cash held on deposit or cash held in model portfolios. The blended rate depends on the interest paid to Hubwise from the several banks used to hold client money.

How are my investments held?

Assets and cash in the Platform GIA are owned by you.

When you open a Platform GIA on the Platform you authorise CASFS to appoint, on your behalf, other parties as we may select from time to time to look after your assets by providing custody, safekeeping and settlement services to you. Currently we have appointed Hubwise as custodian on your behalf. CASFS entered into an agreement with Hubwise as your agent so there is a direct relationship between you and Hubwise which is governed by the Custody Terms, contained in the Appendix to the Platform Terms and Conditions. You become legally bound by the Hubwise Custody Terms contained in the Platform Terms and Conditions.

Hubwise will be responsible for complying with the regulatory requirements relating to custody services and will treat you as a retail client, giving you the highest level of regulatory protection available. Hubwise may also use third-party custodians to administer and hold some of your assets and will exercise reasonable care and due diligence in selecting them and monitoring their performance.

Assets held in the Platform GIA shall be held in pooled accounts in the name of Hubwise's nominee or in the name of the third-party custodian's nominee company if Hubwise uses a third party custodian. This means your assets will not be available to an administrator or liquidator of Hubwise, however they will be pooled with the assets of other clients and therefore your individual entitlements may not be identifiable by separate certificates or physical documents of title. In the event of a shortfall following the default of the nominee company or that of the third-party custodian, you may not receive your full entitlement and may share losses pro rata with other clients. Please see the section 'Financial Services Compensation Scheme' for information regarding compensation limits in the event Hubwise is unable to meet its liabilities.

If assets are required to be held with a third-party custodian outside the United Kingdom you should be aware that legal and regulatory requirements in the relevant overseas jurisdiction may be different from those in the United Kingdom and there may be different practices for the separate identification of assets.

If you have a complaint in respect of the custody services please direct it to Countrywide Assured's Compliance Officer at CASFS, PO Box 13493, Chelmsford, CM99 2GP. Alternatively you can direct it to the Compliance Officer at Hubwise as follows: Hubwise Securities Limited, Waverley Court, Wiltell Road, Lichfield, Staffordshire WS14 9ET.

The custodian's charges are included in the Platform charge as set out in the Schedule of Charges and your personal illustration.

How can I change my investments?

If you have chosen to invest in funds managed by CASFS Investments, or third party funds, you may, switch funds. If you have selected the model portfolio service, atomos as the discretionary manager, at their discretion, can switch the assets you hold in your Platform GIA without reference to you. A switch is, in effect, a buy and sell transaction which will involve the movement of money from and to

the relevant client account of your Platform GIA. Any switch is subject to any requirements or restrictions that are placed on your product as a matter of law or regulation.

Is my money guaranteed?

No, the value of your investments in your Platform GIA and any income from them can go down as well as up and you may not get back the original amount invested. Your personalised illustration gives examples of what you might get back and the projections shown are based on a range of assumptions about future growth, none of which are guaranteed.

What happens to my Platform GIA if I die?

In the event of your death, your legal personal representatives must provide your financial adviser with formal notice in the form of the original death certificate or a copy certified by a Solicitor or another regulated professional person.

We will hold the existing investments in the Account but will not carry out any transactions. The value of your account may form part of your estate for inheritance tax purposes. If your account is held jointly and one of the account holders dies, the surviving account holder(s) will remain the legal owner(s) of the investments.

Where can I find out about the charges?

Your personalised Key Features Illustration gives you details of the charges made for managing your account and the investments, how they are taken and the effect they could have on the value of your account. The Platform Terms and Conditions and Schedule of Charges, together with your personalised Illustration, explain the charges and costs involved, how they are calculated and who receives them. If you have any queries regarding fees and charges you should speak to your financial adviser in the first instance.

You must maintain a minimum cash balance in your Platform GIA to cover transactions, fees and charges due from your Platform GIA. If there is insufficient cash Hubwise reserves the right to sell investments in your Platform GIA, normally on a proportionate basis to meet such costs. You should be aware that the sale of investments for this purpose may occur at a disadvantageous time or may result in a tax charge for which we shall not be liable.

How much will the advice cost?

You will agree the cost of the advice you receive with your financial adviser. We will deduct the amount on your behalf and pass it on to your financial adviser. You can see the costs in your personalised Key Features Illustration.

What is the tax treatment of the Platform GIA?

The tax status of your investments and the tax you will pay will depend on your individual circumstances. If you have any tax queries you should speak to your financial adviser.

Personal Tax

You may need to declare income and any capital gains from your investments on your tax return.

Any sales executed whether to pay charges, realign your portfolio or raise money for withdrawals may be subject to capital gains tax.

Dividends and income distributed from UK domiciled funds as interest, plus interest on cash deposits is paid gross. You may be liable for additional tax depending on your personal tax status.

Each year you will receive a consolidated tax certificate with details of all distributions made from the previous tax year.

Inheritance Tax

The investments may fall within your estate for inheritance tax purposes.

Can I close or transfer my account?

You can close or transfer your account at any time by contacting your financial adviser or Hubwise.

If you are closing your account we can sell all your investments and pay the full amount, minus any charges, directly into your bank account within five business days of when we receive the proceeds. Typically, the whole process may take up to ten days from the time we receive your instruction. Alternatively, it is possible to re-register your investments in your own name if we receive your written instruction and if your receiving provider accepts re-registration. If further income distributions are received after the account has closed, these amounts will be paid to you once all distributions have been received (except for amounts under £1 which will be retained by Hubwise).

You should be aware if your assets are required to be sold this may incur a personal capital gains tax liability.

Can I change my mind?

You can change your mind about proceeding with opening a Platform GIA on the Platform or making an investment. From the date we confirm that we have carried out an instruction for you such as opening a Platform GIA or making an investment, you have a period of 14 days to cancel the instruction or application.

Should you wish to do so please send written notification either by email to enq@countrywide-assured.co.uk or post to: Client Operations, CASFS Ltd, PO Box 13493, Chelmsford, CM99 2GP, detailing your full name and policy number. You must email or post your instruction on or before the 14th day after the day when you received the notice.

You should also specify whether you wish to cancel your Platform GIA or your most recent investment. For a Platform GIA which held in joint names we require all applicants and authorised signatories to agree to the cancellation.

You should note that if you exercise your right to cancel, the amount which is repaid will depend on a number of factors including market conditions at the time, so you may get back less than you paid in. We will return your money but if this has already been invested by the time you tell us to cancel, we may make a deduction for any loss which arises from the sale of your investments. This may mean that you receive less than the original amount you placed with us.

We will deduct any payments that we made to your financial adviser when returning your monies following cancellation.

You should also note that if you cancel a transfer to the Platform the company you are transferring from might not be obliged to take the transfer back although you may be able to transfer to an alternative arrangement.

What happens if I want to change my financial adviser?

Your new financial adviser will need to register with us and accept CASFS Ltd's Intermediary Terms of Business.

Additional information

Contact details

If you need any further information about this product, please contact your financial adviser in the first instance. If you wish to contact us directly, you can do so in the following ways:

In writing:

Client Operations
CASFS Ltd
PO Box 13493,
Chelmsford,
CM99 2GP

T 03330 155 600

Conflicts of interest

There are situations where the activities and interest of a company may conflict or compromise the best interests of its customers and clients. We are committed to making clear all our activities or situations that could give rise to a conflict of interest. The company aims to minimise conflicts as far as possible. Where conflicts cannot be eradicated, we look to manage them in the best interests of its clients.

About the Terms and conditions

The Key Features Document provides a summary of the Platform GIA. It does not include all the definitions, exclusions or the Platform Terms and Conditions.

A copy of the Platform Terms and Conditions is available on our website www.countrywideassured.co.uk. For more information about the current investment options and fund range, please contact your financial adviser.

We reserve the right to amend certain contractual terms, some without prior notice, as explained in the Platform Terms and Conditions. If we do so we will let you know in writing. The contract you are applying for is subject to the Laws of England and Wales. All our literature and future communications to you will be in English. Should material changes occur to any funds you are invested in, we will notify you as soon as possible in writing.

Minor non-monetary benefits

We may give or receive minor non-monetary benefits to/from some of the firms whom we work with in order to offer you a better service. Such benefits may include information relating to financial instruments or investment services; participation in conferences, seminars and training events; and minor hospitality (such as food and drink during a business meeting, conference, seminar or training event). Any costs we incur in provision of such benefits will not affect the charges you pay for our service. Further information regarding these arrangements is available on request.

Regulatory protection

Under the FCA rules we classify all our investors as 'retail clients' so you benefit from the highest level of regulatory protection.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the UK's statutory fund of last resort for customers of financial services firms. This means that the FSCS can pay compensation to consumers if a financial services firm is unable, or likely to be unable, to pay claims against it. The FSCS is not intended to cover the consequences of poor investment decisions.

As a retail client you may be able to claim compensation from the FSCS if Hubwise are declared in default and are unable to meet liabilities to you. Depending on the type of investments you hold, there will be limits to the amount of redress available from the FSCS.

The client money Hubwise hold for you is protected up to £85,000 per separately UK authorised bank account with whom your money is held.

Investment business is protected up to £85,000 per firm in which your monies are invested.

You can get more information at www.fscs.org.uk or by writing to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

Complaint procedures

If your complaint relates to the advice you have been given you should write in the first instance to your financial adviser. If it concerns the service you have received from the Platform, or Hubwise, please write to the Head of Compliance at CASFS Ltd, PO Box 13493, Chelmsford, CM99 2GP, and we will do everything we can to resolve the problem.

If you are not entirely satisfied with the response you receive you can complain to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

T 0800 0234567

Complaining to the Ombudsman will not affect your legal rights.

The Platform is made available by CASFS Ltd which is authorised and regulated by the Financial Conduct Authority, FRN: 472783. Certain platform activities are provided by Hubwise Securities Limited (Hubwise) which is authorised and regulated by the Financial Conduct Authority, FRN: 502619. Hubwise is the provider of the Platform ISA available on the Platform and provides administration, custody and related services. CASFS Ltd is registered in England and Wales with No: 02354894, with registered office: 2nd Floor, 4 West Strand, West Strand Road, Preston PR1 8UY. Hubwise is registered in England and Wales with No: 06071374, with registered office: Waverley Court, Wiltell Road, Lichfield, Staffordshire, WS14 9ET. Atomos Investments Limited (trading as atomos) is registered in England and Wales with No: 02041819, with registered office: 2nd Floor, 5 Hatfields (Alto), London SE1 9PG. Atomos Investments Limited is authorised and regulated by the Financial Conduct Authority with No: 122588. Sanlam Investments UK Limited (trading as Sanlam Investments) is registered in England and Wales with No: 05809399, with registered offices: Monument Place, 24 Monument Street, London EC3R 8AJ. Sanlam Investments UK Limited is authorised and regulated by the Financial Conduct Authority with No: 459237. CASFS Ltd Registered in England and Wales 2354894 is authorised and regulated by the Financial Conduct Authority. Countrywide Assured plc and CASFS Ltd are subsidiaries of Chesnara plc. Registered UK office: 2nd Floor, Building Four, West Strand Business Park, West Strand Road, Preston, PR1 8UY.

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