

Barclays  
Life Planner  
Terms and Conditions



# Contents

<b>Section A: Introduction</b>	<b>1</b>
A.1 Glossary	1
A.2 Your agreement to use Barclays Life Planner	1
A.3 Barclays Life Planner as a guidance tool	1
A.4 Provider of Barclays Life Planner	2
A.5 Availability of Barclays Life Planner	2
A.6 Status of these terms and conditions	2
A.7 Tax	2
<b>Section B: Forecasting the value of your portfolio</b>	<b>3</b>
B.1 How is your portfolio value illustrated or estimated?	3
B.2 Future contributions/expenditure	3
<b>Section C: Assumptions</b>	<b>4</b>
C.1 Facts and figures used by Barclays Life Planner	4
C.2 Assumptions used by Barclays Life Planner	4
C.3 Limitation of service	4
C.4 Our liability to you	5
C.5 Countries from which you may access the Barclays Life Planner	5
<b>Section D: Our relationship with you</b>	<b>6</b>
D.1 Use of Barclays Life Planner	6
D.2 Terms may be changed	6
D.3 Governing Law and Jurisdiction	7
D.4 Severability	7
D.5 Privacy – Your information	7
D.6 Materials on the Site	7
D.7 Advertisements and Linked Sites	7
D.8 Intellectual Property	7
D.9 Assignment	8
D.10 Alternative Formats	8
D.11 Feedback	8
D.12 Charges, interest and payment	8
D.13 Barclays Life Planner as an Online services	8
D.14 Ending the Barclays Life Planner relationship	9
D.15 Variations	10
D.16 Important information	10
D.17 Language	10

# Section A: Introduction

## A.1 Glossary

This important legal information relates to this website (the “Site”) and contains the terms and conditions (“Terms”) on which we make it available to you and on which you may make use of it. Please read these terms before you start using Barclays Life Planner. If you have any queries on the Terms on which Barclays Life Planner is offered, we advise that you obtain independent legal advice before accepting the Terms. By using our Site you confirm that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using the Site.

References to

“you” or “your” are references to any person accessing the Site and

“we”, “us” or “our” are references to Barclays Bank PLC or any member of the Barclays Group, as appropriate.

“current portfolio” means the account values you tell us, the monthly contributions you tell us you are making and the risk level of the portfolio in the forecast

“goals” means the financial objectives you set within Barclays Life Planner

“monthly contributions” means the regular payments into investments you set within Barclays Life Planner

“portfolio forecast” means the estimated range of investment returns indicated by Barclays Life Planner based on your current portfolio

“risk level” means the assessment you make between balancing the potential of higher investment returns and the potential of losses of amounts invested, and lack of certainty

“Site” means the website through which Barclays Life Planner is available

“User” means a person access using or interrogating Barclays Life Planner

“Barclays Life Planner” and “Life Planner” means the tool described in these terms and conditions provided by us

Barclays Bank PLC is registered in England and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP. Registered VAT No 243 8522 62.

References to “Barclays Group” are references to us, any parent company we may have, and any companies we or our parent company totally or partly own at any time which includes our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006, in any jurisdiction.

## A.2 Your agreement to use Barclays Life Planner

By using Barclays Life Planner you agree that we offer it to you on the basis set out in these Terms.

## A.3 Barclays Life Planner as a guidance tool

Life Planner is a tool which gives guidance to facilitate your assessment of the possible achievability, probability and likelihood of goals being realised, that you have included in Life Planner, should you take steps to achieve these goals.

Barclays Life Planner is intended as an easy to use yet sophisticated tool to help you judge what your savings and investments might achieve for you. You simply tell Barclays Life Planner how much you have saved already and how much you save regularly into accounts. Barclays Life Planner assumes that you would apply cash to an ISA before other accounts. You may include contributions to a registered pensions scheme separately. Barclays Life Planner will show you how those savings may grow over time if you save in cash or if you choose to invest in riskier investments instead.

Choosing to invest means that you may not get back as much as you put in. Barclays Life Planner shows you a range of possible returns that you might get from investing. Since nothing is guaranteed in investing you can explore how different levels of investment risk change the possibility for gain and the possibility for loss. In general, the more risk you take, the higher the expected return – but also the higher the potential losses as well. We think that Barclays Life Planner can help you make informed choices about investment risk. Barclays Life Planner cannot tell you how any particular investment may perform.

If you have a particular goal in mind, Barclays Life Planner can help you understand if you are likely to be able to achieve that goal. You might be planning for a special one-off spend or be interested in how your investments can help boost your income. You might also be interested in how long your money might last if your investments need to provide your retirement income. Barclays Life Planner can show you if your planned income means you are likely to run out of money before your stated date. It should help you plan more effectively. Barclays Life Planner shows you how saving can make a big difference to your goals. Barclays Life Planner can also help you understand when you might need to compromise and prioritise your goals.

Ultimately, by using Barclays Life Planner we want you to feel more in control of your financial plan and have greater confidence that you can use your savings and investments to achieve the things that are important to you.

Barclays Life Planner can be used in conjunction with your Accounts, or other investments and savings that you decide to enter into Barclays Life Planner.

#### [A.4 Provider of Barclays Life Planner](#)

Barclays Life Planner is provided and operated by Barclays Bank PLC and its subsidiaries.

#### [A.5 Availability of Barclays Life Planner](#)

Barclays Life Planner is available to eligible customers of Barclays, or those able to access those Barclays Websites (Sites) that provide Barclays Life Planner. Users may be restricted in their access to Barclays Life Planner from time to time.

#### [A.6 Status of these terms and conditions](#)

These terms and conditions are independent of any investment account terms and conditions.

#### [A.7 Tax](#)

- 7.1 We may ask questions about your personal tax position and may explain our understanding of the generic legal or tax position relating to our products or services or those you include within Barclays Life Planner. This is to provide you with information on those products or services.
- 7.2 We are not legal or tax advisers and we do not provide legal or tax advice.
- 7.3 We recommend that you obtain your own independent advice, tailored to your particular circumstances.
- 7.4 You cannot rely on our information as a substitute for taking your own independent advice. You confirm that you have been and are compliant with all tax declaration and reporting obligations relating to the Assets held in your Account and any income or gains they produce (the “Tax Obligations”).

# Section B: Forecasting the value of your portfolio

## B.1 How is your portfolio value illustrated or estimated?

To show you what you might get back we use and display several possible annual growth rates and take account of inflation and show your portfolio forecast in today's money. Please note that actual growth rates or rates of inflation may be more or less than we have assumed.

For a fuller explanation of the methods and assumptions used, please refer to the explanation set out in Barclays Life Planner Assumptions and Methodology.

We do not take into account any of the costs and expenses you may incur in investing cash through a product or account. The portfolio valuation isn't product specific therefore your investment outcome, charges and potential growth will vary from the forecast. To understand how charges and investment choices could affect the value of the investment you consider and the amount/length of time you may need to invest to reach your goal please contact your personal financial adviser.

When you select a particular Risk Level through Barclays Life Planner we assess capital and income investment return assumptions that indicate to us what to expect from different types of investment in terms of risk and reward, appropriate to the risk level selected by you. They have been developed by our teams that specialise in trying to simulate how investments might behave.

We combine these with Barclays' expertise and experience in the context of the investment industry. This helps us arrive at what we believe are sensible assumptions about how relevant investments will behave over the years you have specified for a goal. More information on assumptions used by us is set out in Section C Assumptions.

## B.2 Future contributions/expenditure

Barclays Life Planner is a tool which facilitates customer assessment of, and relies on, data placed into Barclays Life Planner by Users and certain assumptions in relation to generic investment performance and economics made by us and disclosed in Barclays Life Planner. In using Barclays Life Planner the user cannot ask us nor expect us to provide you with personal recommendations in relation to any one or more investments or classes of investment.

For a fuller explanation of the methods and assumptions used, please refer to the explanation set out in Barclays Life Planner Assumptions and Methodology.

# Section C: Assumptions

## C.1 Facts and figures used by Barclays Life Planner

Barclays Life Planner uses historical market data to simulate how a future may look.

Barclays Life Planner uses facts that are given by you the User and the User is responsible for the accuracy of those facts.

In developing our Portfolio Simulation assumptions we've taken into account:

- our best estimates of the returns that could be achieved by Users generally, not specifically;
- the amount of risk you indicate you are willing to accept; and
- the last 20 years of historical data is used to imply the volatility of returns that may be experienced.

## C.2 Assumptions used by Barclays Life Planner

For a fuller explanation of the methods and assumptions used, please refer to the explanation set out in Barclays Life Planner Assumptions and Methodology.

In calculating your Portfolio Simulation we deduct a representative fee. This may vary and is our current assessment of the average investment management fee of representative funds and a representative amount for investment account custody and trading fees being charges, fees or costs taken from the payments to be made by you.

Certain invest accounts (for example ISA's and pension accounts) currently have limits on how much money can be paid into them. For the purposes of this Portfolio Simulation we've assumed that the information you enter into Barclays Life Planner is within those limits, as they may be applicable to you. Future updates to Barclays Life Planner should take into account increases to limits on ISA and similar accounts that are due to come into affect and we will make adjustments to keep the total under this limit, unless otherwise specified. We'll update these assumptions in line with any changes to this limit.

The way we calculate your Portfolio Simulation is not governed by any specific guidelines or technical standards

(in contrast to say Statutory Money Purchase Forecasts), we do however take into account the guidance offered up by our regulator when assessing future investment performance.

We use our own judgement on the assumptions to use, including investment growth assumptions. You may adjust the assumptions to reflect either "Optimistic" or "Pessimistic" market conditions. The default option is "Normal" conditions.

We cannot take into consideration the way different investments you may select will be used or perform. The Portfolio Forecast will not take into account a change in your investment behaviour for example a decision to use investments to augment or replace employment or retirement income, pay off debt, stop paying into investments, nor the success of a company or investment manager in their fields.

The investments you select will have their own targets and the success in their markets will deliver specific investment growth or investment income.

## C.3 Limitation of service

Barclays Life Planner cannot be used for your business or commercial trade or gain.

Barclays Life Planner is not a tool that

- Assesses if any one or more investment is or are suitable to a User's investment strategies or objectives.
- Assesses if any one or more investment strategies is or are appropriate or suitable for a user's objectives.
- Relates to a specific investment, or the timing on whether to buy, sell, subscribe exercise rights in or retain a particular investment.
- Amounts to a personal recommendation in relation to any of the needs represented by the data placed into Barclays Life Planner by you.

The value shown in Barclays Life Planner is an example only, based on the assumptions used, including subjective assessments of short term growth rates and long term growth being implied by the market (adjusted by the

client's selection of "Market Forecast") over the full period set out in your selection of goals. It's important to keep in mind that the final value of your investment could be markedly different, depending on the actual growth rates. The figures shown are not a reliable indicator of potential investment performance and it's important to remember that investment values and specific investments can go down as well as up independent of any average return in a relevant sector meaning you could get back less than has been paid in, and your investments may return more or less than the average return in a sector or our assumptions.

Barclays Life Planner is not an advice tool, or a substitute for financial legal or tax advice. Neither we nor Barclays Life Planner are financial legal or tax advisers by the provision of Barclays Life Planner to you, and we do not provide financial legal or tax advice. We recommend that you obtain your own independent advice, tailored to your particular circumstances.

You cannot rely on our information as a substitute for taking your own independent advice. You confirm that you have been and are compliant with all tax declaration and reporting obligations relating to the Assets held in your Account and any income or gains they produce.

You cannot store any personal data (as defined in any UK legislation relating to the protection and processing of personal data) through Barclays Life Planner.

#### C.4. Our liability to you

- 4.1 Nothing in the Agreement will exclude or limit any duty or liability:
  - (a) we may have to you under Regulatory Requirements; or
  - (b) that applicable law does not allow to be excluded or limited.
- 4.2 We are not otherwise liable to you for any losses incurred by you in using Barclays Life Planner beyond the limits of the service, and in any other circumstances only if directly caused by our negligence, wilful default or fraud.
- 4.3 We are never liable to you for:
  - (a) any losses arising from any cause beyond our reasonable control and the effect of which is

- beyond our reasonable control to avoid; or
- (b) any losses that we could not reasonably have anticipated when you gave us an instruction; or
- (c) any loss of business, loss of goodwill, loss of opportunity or loss of profit.

- 4.4 We are not liable to you if we fail to take any action which in our opinion would breach any Regulatory Requirement or market practice. To the extent there is any conflict between the Agreement and our duties under any Regulatory Requirement or market practice, we will act in a way we reasonably consider necessary to comply with such Regulatory Requirement or market practice. We will not be treated as having breached the Agreement as a result.

#### C.5 Countries from which you may access the Barclays Life Planner

- 5.1 Barclays Life Planner is not directed to, nor intended for distribution or use by, any person or entity in any jurisdiction or country where the publication or availability of Barclays Life Planner or such distribution or use would be contrary to local law or regulation. It has been designed in consideration of the interests of individuals resident, and those accounts available in the United Kingdom.
- 5.2 We make no representations that materials on Barclays Life Planner are appropriate for use in all locations, or that any products, services or events discussed on Barclays Life Planner are available or appropriate for sale or use in all jurisdictions.
- 5.3 You alone access Barclays Life Planner on your own initiative and are responsible for ascertaining if your use of Barclays Life Planner is in compliance with applicable local laws and regulations and in complying with any applicable local laws and regulations. You shall not access or use Barclays Life Planner or information on Barclays Life Planner if you know that your access or use would contravene any applicable local laws and regulations.
- 5.4 If there is any software available on Barclays Life Planner at any time it may not be downloaded or otherwise exported in contravention of any applicable export control regulations, sanctions or laws.

For guidance on rules governing your use, please contact a local legal adviser.

# Section D: Our relationship with you

## D.1 Use of Barclays Life Planner

- 1.1 You may not use Barclays Life Planner:
  - 1.1.1 for any purpose that is unlawful or prohibited by the Terms;
  - 1.1.2 in any manner that could directly or indirectly damage or otherwise interfere with Barclays Life Planner or any other website, application or platform owned or controlled by us; and
  - 1.1.3 in any manner that could interfere with any other user's ability to access Barclays Life Planner or any other website, application or platform owned or controlled by us.
- 1.2 You agree at all times to use Barclays Life Planner with utmost good faith and in doing so will not violate any applicable laws or regulations.
- 1.3 We may, in our sole discretion, terminate your access to or use of Barclays Life Planner for any reason, without notice including, without limitation, when we believe you have not acted in accordance with these Terms or providing access to Barclays Life Planner will breach the laws of any jurisdiction.
- 1.4 Access to Barclays Life Planner is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on Barclays Life Planner without notice.
- 1.5 From time to time, we may restrict access to some parts of Barclays Life Planner, or our entire Site without notice. This may apply to everyone or only to certain users of Barclays Life Planner entirely at our discretion.
- 1.6 We may modify, suspend or discontinue, temporarily or permanently, Barclays Life Planner or any part of it, with or without notice, at any time. You agree that we shall not be liable to you or to any third party for any losses arising from any restriction under clause 1.5 or from any such modification, suspension or discontinuance of Barclays Life Planner.
- 1.7 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as secret, and you must not disclose it to any third party. We have the right to disable any user identification code or password,

whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

- 1.8 You are responsible for making all arrangements necessary for you to have access to our Site. We will have no obligation to check that any person using your user identification code or password is you and may assume that any person using your user identification code or password is you. You must contact us without delay if you find that any other person is using your user identification code, password or is impersonating you without your consent.

**We do not assess or verify any data that is placed into Barclays Life Planner, nor store any of your data once you have exited Barclays Life Planner.**

## D.2 Terms may be changed

- 2.1 Each time you use Barclays Life Planner is a new arrangement between us. We may change these Terms at any time without notice since you used Barclays Life Planner last, by updating these Terms and the new Terms will be effective immediately. As we do not receive any address electronic or otherwise we will give you notice of a change of Terms to you through an account detail we can link you to at Barclays only or if you have asked for regular updates to be provided to you. We will bring to a Users attention that the Terms as they are each time a User access Barclays Life Planner. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you at any time while you are a Member.
- 2.2 Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on Barclays Life Planner.
- 2.3 If you do not wish to accept the new Terms, you must cancel your Usership as soon as you become aware that the Terms have been changed. If you continue to access or use this Site after you become aware that the Terms have been changed, you have accepted the new Terms.

### D.3 Governing Law and Jurisdiction

- 3.1 The Terms and any non-contractual obligation arising out of them or Barclays Life Planner will be governed by the laws of England.
- 3.2 You agree to submit to the exclusive jurisdiction of the English courts in respect of any disputes arising under Barclays Life Planner.

### D.4 Severability

- 4.1 If any provision in the Terms shall be held to be illegal, invalid or unenforceable, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of the Terms and the legality, validity and enforceability of the remainder of the Terms shall not be affected.

### D.5 Privacy – Your information

Barclays is committed to protecting your personal data. We will use your information for a number of different purposes, for example, to manage your account(s), to provide our products and services to you and others and to meet our legal and regulatory obligations. We may also share your information with our trusted 3rd parties for these purposes. For more detailed information on how and why we use your information, including the rights in relation to your personal data, and our legal grounds for using it, please go to <https://www.barclays.co.uk/important-information/control-your-data/> or you can request a copy from us.

You will not be asked to register to use Barclays Life Planner. You will not be asked to provide passwords to identify you.

### D.6 Materials on the Site

- 6.1 Materials on the Site are obtained from various sources. Commentary, opinions, editorials and other materials posted on the Site are not intended to amount to advice on which reliance should be placed and are provided by us for your personal use and informational purposes only. They are subject to change without notice. Barclays does not utilise the Site to provide investment, insurance, fiduciary or any other advice to you or any other party, and no information or material on the Site is to be relied

upon for any such purpose.

- 6.2 Although we have taken all reasonable care to ensure that the information or material provided on this Site is accurate, we give no warranties of any kind, express or implied, with regard to the accuracy, timeliness or completeness of any such information or material.

### D.7 Advertisements and Linked Sites

- 7.1 Where we publish advertisements for any third party products, services or events or provide hypertext links to third party internet websites, such advertisements and links are not an endorsement by us of any third party products, services or events or websites. You respond to such advertisements and use such links entirely at your own risk and we accept no responsibility or liability of any nature whatsoever for any relevant products, services or event nor for the content, use or availability of any such websites. We have also not verified the truth or accuracy of any such advertisements nor the content of any such websites.
- 7.2 You are not permitted to link any other website to this Site or frame or scrape the content of this Site without obtaining our prior written consent.

### D.8 Intellectual Property

- 8.1 We are the owner or the licensee of all intellectual property rights in Barclays Life Planner, in the codes, data, industrial process and software used to operate and or run Barclays Life Planner, and in the materials published on the Site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved, Copyright © Barclays Bank PLC, 2016. You may only use or reproduce information on the Site for your own personal reference and use, and never to the detriment of or in competition with Barclays. You shall not run auto-scripts on the Site.
- 8.2 The information contained on the Site may not otherwise be used, reproduced, distributed, published or transmitted by any means to any other person or incorporated in any way into another document or other material, without Barclays' express written permission.
- 8.3 The trademarks, logos and service marks displayed on the Site are trademarks of Barclays, and in some

cases, including in connection with advertisements, of other owners.

- 8.4 Nothing on the Site shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any image, trademark, logo or service mark on the Site. No act of downloading or otherwise copying from the Site will transfer title to any software or material on the Site to you.
- 8.5 No information or material on the Site may be used for an unlawful purpose, and you shall comply with any request from Barclays to protect its or any third party providers' rights in the information or materials.
- 8.6 Our status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged.

#### D.9 Assignment

- 9.1 You may not transfer or assign any of your rights or obligations under the Terms.

#### Transfers within the Barclays Group

- 9.2 We may transfer our rights and obligations under the Agreement to any member of the Barclays Group without your specific consent, provided that we have given you notice on our Site visible when you enter into it. You agree that no notice of an assignment needs to be sent to you.

#### D.10 Alternative Formats

- 10.1 These Terms can be provided in Braille, large print or audio. Please use the Site to obtain these alternative formats.

#### D.11 Feedback

- 11.1 Feedback should be provided through your normal contact facility with Barclays. Alternatively, please email our team at the address given in the Barclays Life Planner literature.

#### D.12 Charges, interest and payment

- 12.1 We will charge you fees and commissions, pay credit interest and charge you debit interest in accordance with our published tariffs or as otherwise agreed in writing for Barclays Life Planner. Copies of the published tariffs are available either from our website or on request.

12.2 We set out how we may vary any fees, commissions and, where applicable, interest payable in the "Varying the Interest Rate" and "Variations" clauses.

12.3 You are liable for any costs that we could reasonably have anticipated and that we properly incur under the Agreement.

12.4 We will charge you VAT or comparable sales taxes where Regulatory Requirements require us to do so.

#### D.13 Barclays Life Planner as an Online services

13.1 We will take reasonable care to ensure the security of, and prevent unauthorised access to, our online services.

13.2 While we will make reasonable efforts to provide the online services, we may suspend the operation of our online services, where we reasonably consider it necessary, including for technical problems, emergencies, maintenance, regulatory reasons, where we decide it is sensible for our protection or to ensure the continued availability of the online services.

13.3 You must:

- (a) follow the procedures and instructions in any user guidance that we give you from time to time; and
- (b) tell us as soon as you can if you become aware of any failure, delay, malfunction, virus or error in the sending or receiving of instructions or any suspected fraud.

13.4 We will not be liable for any losses you may suffer due to any failure of the online services, transmission failure or delays or similar technical errors, or problems with the software or data feeds provided by third parties, to the extent that the failure is beyond our reasonable control.

13.5 You should ensure your computer, modem or any other device you use complies with the standards and requirements we tell you from time to time and carry out your own regular virus checks and security updates.

13.6 If you use our online services, outside the jurisdiction in which we provide services to you, you do so at your own risk, as it may be against the law in that country.

13.7 Unless we tell you otherwise, any software, hardware or device we provide to you in connection with online services, is licensed to you for personal non commercial use only. The copyright and all other

rights in it and in any user guides or other information we provide to you, remains owned by us or by the person who licenses it to us, if applicable. You must use it exclusively in connection with Barclays Life Planner and as described in any user guide or other information we provide to you. You will obtain no rights, title or interest in any such materials or intellectual property rights relating to them.

13.8 The records we maintain of any online messages, instructions, payments or other transactions will be final evidence of those messages, instructions, payments or other transactions and of the time they are given or carried out except where there is an obvious mistake or other evidence of equivalent quality is available.

13.9 You are responsible if, when you use our online services, you give us incorrect instructions or mistakenly instruct us to make the same payment more than once.

#### D.14 Ending the Barclays Life Planner relationship

14.1 We may terminate Barclays Life Planner immediately and give notice of this on the Site that it is no longer available.

14.2 We may also terminate particular users use of Barclays Life Planner without giving notice in advance if we reasonably believe that you have seriously or persistently broken any terms of the Agreement, such as, by way of example but not limited to:

- (a) giving us any false information;
- (b) using, or allowing anyone else to use, Barclays Life Planner illegally for market abuse or for criminal activity;
- (c) inappropriately authorising a person to give instructions on your Barclays Life Planner;
- (d) failing to comply with the terms of any transaction entered into;
- (e) breaching any dealing limits agreed between you and us;
- (f) behaving in a manner that makes it inappropriate for us to maintain your Barclays Life Planner (for example, by abusing people who work for us);
- (g) putting us in a position where we might break a law, regulation, code or other duty which applies to us if we maintain your Barclays Life Planner;

(h) you have become bankrupt, insolvent or you are unable to pay debts as they fall due; or

(i) any step, application or proceeding has been taken by you or against you or in respect of the whole or any part of your undertaking, for a voluntary arrangement or composition or reconstruction of your debts, winding up, bankruptcy, dissolution, administration, receivership or otherwise or any analogous proceeding in any jurisdiction.

14.3 We may also terminate Barclays Life Planner without giving notice if we reasonably believe that maintaining our relationship with you, providing the service or maintaining the Account might:

- (a) expose us or any other member of the Barclays Group to action or censure from any government, regulator or law enforcement agency; or
- (b) be prejudicial to our broader interests or to the interests of any other member of the Barclays Group.

14.4 You will only be eligible to use the benefits and services provided to you under the Barclays Life Planner subject to your status and after you have complied with any relevant eligibility criteria. Details of any applicable eligibility criteria may be varied by us in accordance with the “Variations” clause in this Agreement. If at any point, you fail to meet any eligibility criteria, we may terminate the Agreement, stop providing the relevant service or product or move you to an alternative service or product for which you do meet the eligibility criteria.

14.5 Any benefit or services we provide in relation to a Barclays Life Planner or service will end as soon as your use of Barclays Life Planner is ended.

14.6 Following termination, at our demand:

- (a) you will pay our fees due up to the date of termination;
- (b) you will pay any additional reasonable expenses necessarily incurred by us or on our behalf in terminating Barclays Life Planner. Where a banking Account is terminated, we will make no such charge unless Barclays Life Planner is terminated within the first 12 months; and
- (c) you will pay any Losses necessarily realised in settling or concluding outstanding obligations.

## D.15 Variations

15.1 We may change any of the provisions of Barclays Life Planner for any reason listed below in this “Variations” clause, in circumstances where:

- (a) you are able to end Barclays Life Planner without charge; or
- (b) we agree to waive any charge that would otherwise apply.

15.2 If we provide a new service or facility in connection with an Account or service (including any benefits or services provided as part of an Account package), we may introduce a new charge for providing you with that service or facility.

15.3 We may change our charges or introduce a new charge to reflect

- (a) the costs we incur in carrying out the activity for which the charge is or will be made; or
- (b) Regulatory Requirements.  
Any change or new charge will be a fair proportion, as reasonably estimated by us, of the impact of the underlying change on the costs we incur in our banking or investment business (as appropriate).

15.4 We may also change our charges for a valid reason which is not set out in this “Variations” clause.

### Changes to other terms

15.5 We may upgrade your Account or enhance the services we provide to you if we reasonably consider that this is to your advantage and there is no increased cost to you.

15.6 We may also change any of the other terms of Barclays Life Planner for any of the following reasons:

- (a) where we reasonably consider that:
  - (i) the change would make the terms easier to understand or fairer to you; or
  - (ii) the change would not be to your disadvantage;
- (b) to cover:
  - (i) the improvement of any service or facility we supply in connection with the Account;
  - (ii) the introduction of a new service or facility;
  - (iii) the replacement of an existing service or facility with a new one; or
  - (iv) the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous year;

- (c) to enable us to make reasonable changes to the way we look after your Accounts or provide services as a result of changes in: the banking, investment or financial system; technology; the systems we use to run our banking or investment business; or

- (d) as a result of a Regulatory Requirement (or where we reasonably expect that there will be a change in a Regulatory Requirement).

### Notifying you of changes

We will only be obliged to give you notice of a change to Barclays Life Planner on our Site, visible when you enter into it.

As each interaction by you with Barclays Life Planner is a new arrangement with us, you agree that no notice of an assignment needs to be sent to you.

15.7 Our failure to insist on you strictly complying with Barclays Life Planner or any act or omission on our part will not amount to a waiver of our rights under the Agreement.

## D.16 Important information

16.1 You can also find out important information about the regulatory status of some of our companies and important risk warnings here – [https://wealth.barclays.com/en\\_gb/home/others/important-information.html](https://wealth.barclays.com/en_gb/home/others/important-information.html)

16.2 Site security information is available here – [https://wealth.barclays.com/en\\_gb/home/others/security.html](https://wealth.barclays.com/en_gb/home/others/security.html)  
Effective 28 February 2012  
Updated 9 April 2015  
Additional Terms and Conditions for Barclays Life Planner

## D.17 Language

The Terms are supplied in English, and all communication between you and us will be in English. If we provide you with a translation of the Terms or any communication, the English language version will be the only legally binding version and will prevail if there is any inconsistency.



You can get this in Braille, large print or audio by calling 0800 279 3667\*

\* Call charges may apply. Please check with your service provider. To maintain a quality service we may monitor or record phone calls.

Barclays Smart Investor is a trading name of Barclays Bank PLC (registered No. 1026167 Registered VAT No.243 8522 62) which is a member of the London Stock Exchange and ISDX. Barclays Bank PLC is registered in England and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Authority. The registered address is 1 Churchill Place, London E14 5HP.