

# EMBARK PLATFORM

GENERAL INVESTMENT ACCOUNT  
KEY FEATURES DOCUMENT

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Embark Platform is a trading name of Embark Investment Services Limited (EISL) which is a wholly owned subsidiary of Embark Group, a company incorporated in England and Wales (company number 09955930). Embark Investment Services Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register number 737356). The Financial Conduct Authority is a financial services regulator. It requires us (Embark Platform) to give you this important information to help you to decide whether our General Investment Account (GIA) is 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.

If you have any questions or there is anything you do not understand, please speak with your financial adviser.

## ITS AIMS

The Embark General Investment Account, the 'Account', is a general investment product provided by Embark Investment Services Limited, trading as Embark platform. Unless otherwise agreed with us, it is only available to you through a financial adviser.

The Account provides access to a wide range of investments that have the potential to provide capital growth and income. The value of these investments, can go down as well as up and you may get back less than you originally invested. Your financial adviser will help you to decide if this product is right for you.

### What Does The GIA Do For You?

The GIA gives you the potential for capital growth, income, or a combination of both.

You achieve this by investing. You and your financial adviser can choose which investments are right for you, based on your needs and attitude to risk.

The GIA allows you to choose from a wide range of investments.

It also allows you to take money out at any time on a regular or one-off basis, or a combination of both.

## YOUR COMMITMENT

### What Do We Need You To Do?

Take time to read the information in this document about the Account, including its features and risks and any other documentation we provide either directly or through your financial adviser.

Regularly review the contributions you make, your investment approach and any income you are taking to make sure the Account meets your future needs.

Make sure we have up-to-date information about you. For example, if you move house or you change your bank account or your country of tax residence.

Keep an ongoing relationship with a financial adviser who has an appropriate agreement with us. They will provide you with advice and take responsibility for setting up and administering the Account on your behalf.

You should review the investments held in your Account on a regular basis and speak with your financial adviser about their performance, taking into account your financial goals and risk profile. You should consider getting advice whenever your circumstances change and before you take money out of your Account.

Make sure you maintain an email address with us that you regularly access. We will use this address to contact you about documentation that is available to view in your Document Library (refer to Managing Your Account for more information).

Agree with your financial adviser how you will pay them, or their associates, for their services to you. This will be the adviser charge. You can authorise us to deduct the adviser charge from your Account and pay it to them. If applicable, we will also deduct your discretionary investment manager's remuneration and pay it to them.

## RISKS

### What Could Go Wrong?

The value of your Account depends on the performance of the investments you and your financial adviser choose to invest in. The value of these investments, and therefore your Account, can go down as well as up and you may get back less than you originally invested.

The level of risk and potential investment performance depends on the investments you invest in. Past performance is not a guide or guarantee of how your investments will perform in the future.

Many of the investments available to you are intended as medium to long term commitments. If you take money out of the investments early, you may not get back the full amount you invested.

Investments in property funds can be difficult to sell. You might not be able to sell them when you want to. The valuation of property is also a matter of opinion rather than fact.

When you want to buy or sell shares there may not be a market for the shares you are interested in.

If you opt to cancel your Account after making a contribution or transfer from another provider within the cancellation period, you could get back less than you invested. If you cancel a transfer from another provider to us, the other provider may refuse to accept the return of the transfer money. Should this happen, it is recommended you discuss the options you have with your financial adviser.

Any charges we apply to your Account will affect the value of your Account. These charges may vary from time to time. You can find more information about our charges, the financial adviser charges, and discretionary investment manager charges, and how we apply them, in the Embark Client Charges Guide. When a charge is applied to your Account you will receive confirmation details in the Charges

Information Document that we issue which is published in your Document Library.

If you decide to leave your financial adviser and do not appoint a new one, your options to manage the Account may become restricted. This could lead to poor financial outcomes. More details are available in our Client Terms & Conditions.

If we cannot take charges or other payments from your Account due to insufficient cash, we may need to sell investments to meet the outstanding charges. This could be from an investment you would not choose to disinvest from and could lead to a tax liability.

Over time, inflation will reduce the buying power of the money you have saved. For example, if inflation is 2% p.a., then in 20 years' time £10,000 will only buy the equivalent of what £6,676 buys today.

The Embark GIA does not shelter investments from tax liability.

Applicable law and tax rules may change in the future without notice.

## QUESTIONS & ANSWERS

### Who Can Invest?

You can have an Account in your name or jointly with someone else.

To open an Account in single or joint names you (or each person) must:

- be aged 18 years or over;
- be resident in the UK for tax purposes;

Companies, trusts, charities, clubs and societies can also apply for a GIA.

### Is This The Right Option For Me?

The Account may be right if you:

- want potentially higher returns on your savings than in a regular bank or building society account;
- are comfortable investing in investments that do not give a guaranteed rate of return and could put your capital at risk;
- are comfortable with putting your capital at risk for the possibility of better returns;
- want to invest through mutual funds or equities directly or a combination of both;
- want a discretionary investment manager to help manage investments in your Account;
- are comfortable to invest without any tax benefits from the Account; or
- are prepared to maintain an ongoing relationship with a financial adviser who has an appropriate agreement with us.

Your financial adviser will help you to decide whether the Account is right for you. They will also help you to understand how applicable tax and regulations could affect your choices.

### How Do I Start Saving In An Embark GIA?

You can start saving in an Embark GIA once your financial adviser recommends it is the right product for your needs. Once you have agreed to the recommendation, your financial adviser will set up the Account for you in accordance with our Client Terms & Conditions (these contain the specific GIA terms).

### How Much Can I Save In My Embark GIA?

An Embark GIA can be started with a minimum payment of £50 paid regularly, as a one-off, or as a transfer. There is no maximum amount you can pay into your Account.

The following types of payments can be made into your Embark GIA:

- regular payments (monthly, quarterly, half-yearly and yearly);
- one-off payments; and
- a transfer of investments held elsewhere.

You can make payments in the following way:

- by Direct Debit;
- electronically by Direct Credit (BACS, CHAPS, Faster Payment); and
- by cheque (please see the Embark Client Charges Guide for details of the cheque handling charge).

### Can I Transfer In From Other GIAs?

Yes, we will accept re-registration transfers from other GIAs. We recommend you speak with your financial adviser to find out whether or not transferring is the right option, along with the benefits and risks involved.

We accept the re-registration of investments, which means that you do not need to sell your investments and then buy them back. Your money will remain invested at all times. This type of transfer is also known as an 'in specie' transfer.

A re-registration transfer can only happen if your Embark GIA offers the same type of investments as those held in your existing GIA. Your financial adviser will be able to check this for you.

## What Are The Charges?

The following shows the type of charges that could be applied to your Account depending on the services you choose to buy. Charges are deducted from the 'available cash' part of your Account. A more detailed description of our charges is available in our Client Terms & Conditions. To find out the actual charges, refer to the Embark Client Charges Guide and your Charges Information Document.

Initial charges, include an:

- initial adviser charge.

Ongoing and ad-hoc charges, include an:

- ongoing Embark platform charge;
- ongoing adviser charge;
- ongoing discretionary investment manager charge;
- ad-hoc adviser charge;
- manual communication charge;
- applicable Stockbroker Partner charge.

You can agree with your financial adviser for any ongoing financial adviser charges relating to your Account to be deducted directly from your Embark GIA.

## How Will I Know How My Account Is Doing?

There are several ways you can keep up-to-date with how your Account is performing:

- You can get an up-to-date valuation of the investments in your Account at any time by logging into your Embark Account online. You will be required to supply an email address when your financial adviser applies for an Embark GIA on your behalf. These details will be used to provide you with a secure username and password. You can find out more in the Managing Your Account section.
- We provide you with a statement every three months showing the value of the investments in your Account. The first statement will be issued three months after you open your Account and placed in your Document Library.
- You can ask your financial adviser for an up-to-date valuation at any time.

## What About Tax?

It is important to discuss how taxation will affect the investments in your Account with your financial adviser. The amount of tax applied will depend on your individual circumstances, as well as future changes in law and tax rules.

### Income Tax

You may need to pay income tax on income arising from your investments, including any interest paid on the 'available cash' held in your Account.

HM Revenue and Customs (HMRC) set an annual Dividend Allowance, which means you will not have to pay tax on dividend income on or below this threshold. If you receive more dividend income than the annual Dividend Allowance you will have further tax to pay. You can find out more about the current Dividend Allowance at [www.gov.uk/hmrc](http://www.gov.uk/hmrc).

### Capital Gains Tax

If you need to complete a tax return, you should include details of the income from the investments in your Account and the gains or losses on any investments you have sold. We will send you a tax voucher each year to help you to complete your tax return.

If any investments in your Account are sold, for example to pay for a withdrawal, to switch into another investment or to cover a charge, tax may be due on any gain that arises. How much tax is payable will depend on your individual circumstances.

## Managing Your Account?

Your Account is set up and managed online by your financial adviser, who should complete all transactions for you. This will include:

- setting up a new contribution or transfer;
- changing the investments you are investing in;
- setting up any financial adviser charges;
- making withdrawals;
- making any other changes.

When you open an Account you will be given access to view your Account online. This will allow you to see:

- which investments you are invested in;
- the value of those investments and how they are performing;
- any charges applied;
- any Account literature that we need you to read (placed in your Document Library).

Your adviser can opt to provide you with additional access for managing your account. For more information on the access available please refer to the 'Get Connected Guide' which can be found on our website [embarkplatform.co.uk](https://embarkplatform.co.uk).

## What If I Leave My Financial Adviser?

As the Embark GIA is set up and managed for clients by a financial adviser, it is important that if you leave your existing financial adviser you appoint a new one as soon as possible.

Appointing a new financial adviser could mean there are changes to our platform charges and to the financial adviser charges you pay. You should check these details with your new financial adviser before you proceed.

If you leave your financial adviser and do not appoint a new one, we may restrict some Account features. We also reserve the right to change the Embark platform charge. For more information please refer to the appropriate 'Client Charges Guide'.

The Client Terms & Conditions provide more detail on the consequences of leaving your financial adviser.

## How Do I Know Where To Invest?

This is one of the most important decisions you will make. Your financial adviser will help you to choose your investments. Whether a particular investment is suitable for you will depend on your circumstances, your investment goals and your attitude to risk. Our service is execution only. Therefore we will never advise or instruct you on investing your money.

Each investment you invest in will have specific investment risks associated with it and your financial adviser will tell you what these are.

The range of investments we make available include:

- mutual funds;
- exchange-traded instruments (ETIs) including securities;
- mutual funds and ETIs contained in model portfolios.

You can find out more about these types of investments from your financial adviser or in our Client Terms & Conditions.

## What About Cash?

Within each Account we offer a cash facility. We do this by providing access to a bank account operated by our banking partner. This bank account is not unique to your Account. It holds money for all Embark platform investors centrally.

There are two accounts. One for the Embark Personal Pension and Embark Junior Personal Pension and the other for the Embark ISA, the Embark JISA, the Embark GIA, and the Embark Third Party Investment Account (TPIA).

Any money held in the cash facility may be eligible for interest payments. The rate applied will be determined by us and can be found on [embarkplatform.co.uk](https://embarkplatform.co.uk).



## What Is A Disinvestment Strategy?

If we are due to take money from your Account to pay our charges, comply with any contractual obligations you have or to facilitate financial adviser charges and there is not enough available cash, we may automatically disinvest from your investments. This action will raise cash so the charges and costs can be deducted.

Where investments in the Account are held in a model portfolio managed by a discretionary investment manager, and there is insufficient cash available to cover our charges, any financial adviser charges or the discretionary investment manager charges, investments within the model portfolio may be sold to raise cash to cover these.

You can find out more about our disinvestment strategies in the Client Terms & Conditions.

## Can I Change My Investments?

Yes, you should ask your financial adviser to make changes to your investments.

You may ask your financial adviser to:

- buy and sell investments;
- redirect regular payments to different investments.

If you have invested in a model portfolio, the discretionary investment manager may also instruct us to buy and sell investments when necessary to rebalance the model portfolio. This is done to make sure that the overall objective of the portfolio is maintained.

In some instances there may be restrictions on the sale of investments, for example, if an investment is suspended from trading or where there are restrictions on when an investment can be sold.

## What If I Move Abroad?

It is important that you inform us immediately if it is your intention to move abroad, as you may no longer be eligible to contribute to your Embark GIA. You may also want to speak with your financial adviser as the move may affect other savings and investments you hold.

## Can I Take Money Out?

Yes, you should instruct your financial adviser to arrange either one-off or regular withdrawals at any time. We do not apply any charges for taking money out of the Account, however there may be charges involved in selling certain investments.

### Regular withdrawals

Regular withdrawals can be made either monthly, quarterly, half-yearly or yearly. Such withdrawals must be taken from available cash in your Account. You may need to instruct your financial adviser to sell investments to generate cash.

You can also stop and re-start regular withdrawals at any time. There is no charge for doing this.

### One-off withdrawals

A one-off withdrawal can be made at any time. One-off withdrawals must be taken from available cash in your Account. You may need to instruct your financial adviser to sell investments to generate cash for a one-off withdrawal.

Remember, withdrawals will reduce the value of your Account.

## What Are Distribution, Dividend And Interest Payments?

Depending on the type of investments held, you may be eligible to receive a certain type of income payment from an investment. These payments are not guaranteed and can go down as well as up. The different types of income payments are:

- distribution payments;
- dividend payments;
- interest payments.

More information on these payments is available from your financial adviser or in our Client Terms & Conditions.

## How Is Investment Income Paid?

There are three ways investment income can be paid to you:

- immediate withdrawal;
- periodic withdrawal by frequency;
- periodic withdrawal by minimum amount.

You can find out more about each of these methods in our Client Terms & Conditions or by asking your financial adviser.

Any investment income received from mutual funds or ETIs will be marked as 'committed cash' in your Account ahead of the value being paid to your nominated bank account (in line with the income payment instruction).

Investment income derived from any model portfolios you hold cannot be used for immediate or periodic withdrawals as the income remains within the model.

## Can I Close My Account Or Arrange To Transfer Investments Out?

Yes, you can ask your financial adviser to sell all investments and arrange a payment to you at any time. You can also transfer or re-register your investments to another provider, where they accept the investments held in your Embark GIA.

## What Happens If I Die?

On notification of your death any regular payments or withdrawals will stop. Any financial adviser charges and discretionary investment manager charges will be stopped at that time.

The investment held in your Embark GIA will remain unchanged. However, it will be subject to market movements until we receive the required documentation from your Personal Legal Representatives allowing us to distribute any proceeds.

## CANCELLATION

### Can I Change My Mind?

Yes, you can change your mind at any time within the 30 day cancellation period described below.

### What Will I Receive Back If I Cancel?

The amount we pay back will depend on what action has been taken in respect of your Account prior to the date when you cancel.

If you exercise your right to cancel within 30 days from when we issue your Confirmation Schedule, we will refund any cash payment in full that we have received as part of a regular direct payment arrangement subject to the paragraphs below.

In all cancellation cases, any deductions to an Account will be restricted to the following:

- our own charges;
- charges incurred in relation to your investment choices;
- charges incurred for any transactions you make.

The amount we return to you will also reflect any market movement in the investments between the date the money was first applied to your Account and the cancellation date. This may be less or more than your original investment.

The amount returned on cancellation will also be less any financial adviser charges or discretionary investment manager charges that have already left your Account when we receive the cancellation request. The Embark platform cannot refund these to you.

If your financial adviser starts trading within the cancellation period, you may be liable for any charges due to the Embark platform, along with any charges levied by third parties such as investment managers or stockbrokers.

### How Do I Cancel?

For all cancellations, we will require you to call us on **0330 024 2345** to confirm your intention to cancel. On the call we will verify your identity and then ask you to send an email to us (from the registered email address we hold) confirming the following information:

- your name;
- your Embark platform reference;
- the date at the top of your Confirmation Schedule that refers to the application you want to cancel.

## OTHER INFORMATION

### How To Complain?

If you are unhappy with the way you have been treated by us, you always have the right to complain. You can write or call us at the address and number in the How to Contact Us section.

If you are not satisfied with our response, you can then raise the issue with:

**Financial Ombudsman Service**  
Exchange Tower  
London  
E14 9SR  
Phone: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

Referring the matter to the Ombudsman will not affect your right to take legal action later on.

### Terms & Conditions

This document provides information on the key features of the Embark GIA. It does not include all the definitions, exclusions and terms and conditions. You can find full details in our Client Terms & Conditions, available on our website. We will also provide an electronic copy in your Document Library if you decide to buy an Embark GIA.

We have the right to make changes to the Client Terms & Conditions. If this happens, we will let you know and explain the changes. Any changes will be added to your Document Library and posted on our website.

In the event of a conflict between the Embark Client Terms & Conditions and this Key Features Document, the Embark Client Terms & Conditions will prevail.

### Client Categorisation

We categorise all of our clients as 'Retail Clients' under the FCA rules for all services and transactions. This helps us to make sure that you receive appropriate disclosure documents from us and that you are told everything you need to know in a timely fashion.

### Communication

Our contract with you is in English and all future communication about it will be in English.

### Financial Services Compensation Scheme

Embark platform is authorised by the FCA so you will have access to the Financial Services Compensation Scheme (FSCS).

In the event you suffer financial loss because of our failure or an investment failure, the actual level of compensation you receive will depend on the basis of your claim and where the money you have with us is invested. The FSCS only pays compensation for financial loss. Compensation limits are per person, per firm and per claim category.

The FSCS may be able to pay you compensation if we or any banks with whom we place your money are no longer able to meet our or their financial obligations. If certain investments fail, you may also be eligible for compensation.

- **Embark Platform Failure** - In the unlikely event the Embark Platform fails, you may be eligible to make a claim for compensation as a consequence of losing Investments you held in the Embark Personal Pension, the Embark ISA, the Embark JISA, the Embark GIA, and/or the Embark TPIA for up to a maximum of £85,000. It is however unlikely you would need to make an FSCS claim for compensation in the event of an Embark Platform failure because your Cash and Assets are held by appointed third party custodians on a segregated basis and in accordance with FCA Client Money Rules. This means your Cash and Assets are always protected from such an event.
- **Bank Failure** - In the event a Banking Partner is unable to meet its Financial obligations to you, you may be eligible to make a claim for any losses up to a maximum of £85,000.
- **Asset Failure** - In the event of an Asset failure meaning the Asset may no longer be able to trade, you may be eligible to make a claim for any losses up to a maximum of £85,000 per Asset.

You can find out more about the FSCS and how it covers pension savings in our Client Terms & Conditions.

## Law

You must be resident in the UK to open an Embark GIA on the Embark platform. The Embark GIA will be set up and governed by the laws of England and Wales.

Where you have declared to us to being tax resident in any non-UK country, or where based on information you have provided to us, or where based on publicly available information, we have assessed you to be tax resident in any non-UK country, we reserve the right to place restrictions on your account to limit further contributions, investment execution and any activity as we see fit.

## HOW TO CONTACT US


If you have any questions about the Embark GIA you should contact your financial adviser in the first instance. If you feel that you need to contact us, you can do so using any of the methods below.


By mail: **Embark platform  
PO Box 24065  
1 Tanfield  
Edinburgh  
EH3 1EY**

By email: **service@embarkplatform.co.uk**  
By telephone: **0330 024 2345**

Available Monday to Friday 9am to 5pm.  
Calls may be recorded for training purposes.



 0330 024 2345

 [service@embarkplatform.co.uk](mailto:service@embarkplatform.co.uk)

 [embarkplatform.co.uk](http://embarkplatform.co.uk)