



# **SIPP Terms and Conditions**

## ***March 2024***

The CMC Invest pension product is governed by two sets of contractual terms, both of which are contained in this document. The CMC Invest SIPP Operator and Administrator Terms and Conditions governs how Quai Investment Services Limited act as Scheme Operator and Scheme Administrator of the Scheme, and the CMC Invest SIPP Investment Terms of Service governs the investment services provided by CMC Markets Investments Limited. The terms should be read in conjunction with each other but each forms a separate agreement between you and the specified entity within those terms.



## The CMC Invest SIPP Operator and Administrator Terms and Conditions

This is an important document which sets out the terms and conditions for your CMC Invest SIPP, together with information on how your CMC Invest SIPP is operated and administered. It forms the contract between you and us. You should read this document carefully and keep it safe along with any other documents provided to you about your CMC Invest SIPP. Please contact CMC Invest if you have any questions about these Terms.

References to “you”, or “your” mean the person who is applying for, or has successfully applied for, a CMC Invest SIPP.

References to “we”, “us” or “our” mean Quai Investment Services Limited (the Scheme Operator and Scheme Administrator).

Any references in these Terms to tax and legislation are based on our understanding of current law and HMRC practice. Tax and legislation are likely to change in the future.

### 1. Roles & Responsibilities

1.1 The provision and operation of the CMC Invest SIPP and CMC Invest SIPP Account involves several different legal persons. These are:

- Quai Trustees Limited who is the Scheme Trustee;
- Quai Investment Services Limited performs the role of Scheme operator and Scheme administrator as set out by pensions and tax regulations;
- Quai Administration Services Limited has been appointed by Quai Investment Services Limited to provide administrative support in connection with the Scheme; and
- CMC Markets Investments Limited is the owner and operator of the CMC Invest App and provides certain investment services.

This section of the Terms sets out the roles and responsibilities of each legal person listed in 1.1.

1.2 The Scheme is a Registered Pension Scheme which has been established by a declaration of trust and is governed by the Trust Deed and Rules. To request a copy of the Trust Deed and Rules, please contact CMC Invest at the following email address: [support@cmcinvest.com](mailto:support@cmcinvest.com). The Scheme Trustee is the trustee of the Scheme and the Scheme Administrator is the administrator of the Scheme. If we accept your Application Form, you will become a member of the Scheme.

1.3 The Scheme Trustee will be the legal owner of all money and investments held in respect of your CMC Invest SIPP. We have appointed CMC Invest to act as custodian of all assets of the CMC Invest SIPP, including the money and investments held in respect of your CMC Invest SIPP. Investments will be registered in nominee or sub-custodian name in accordance with the CMC



Invest General Terms of Business. Benefits under the Scheme are payable by the Trustee on our instruction.

1.4 We (the Scheme Operator and Scheme Administrator) are authorised and regulated by the FCA for the establishment, operation and winding up of personal pension schemes. We are the provider of the Scheme. We are responsible for running the Scheme and discharging the functions required by The Pensions Regulator and the various other bodies involved in pension regulation. We have appointed QASL to provide administration support in connection with the Scheme.

1.5 We have agreed with CMC Invest that it will provide you with certain investment services in relation to your CMC Invest SIPP, via the CMC Invest App. The CMC Invest SIPP Investment Terms of Service together with the CMC Invest General Terms of Business form your contractual relationship with CMC Invest. CMC Invest owns and operates the CMC Invest App which is made available to you. The CMC Invest SIPP and Permitted Investments are accessed through the CMC Invest App. All communications between the Scheme Administrator and/or Scheme Trustee and you shall be via the CMC Invest App.

## **2. Operation and Investment**

2.1 The terms of your agreement with us are set out in these Terms and the Application Form that you complete via the CMC Invest App. The Scheme is governed by the Trust Deed and Rules which you can request a copy of by contacting CMC Invest at any time. In case of conflict between these Terms, the Application Form and the Trust Deed and Rules, the Trust Deed and Rules will prevail.

2.2 We do not provide financial, investment, legal or any other form of advice about the CMC Invest SIPP or Permitted Investments and no information provided by the Scheme Administrator should be considered as advice or personal recommendations on the investments or financial advice under the terms of the Financial Services and Markets Act 2000 or otherwise. The CMC Invest SIPP is only available to investors on an execution-only basis. Neither the Scheme Trustee nor the Scheme Administrator is responsible for the selection of investments that you decide to hold in your CMC Invest SIPP. If for any reason you are unsure about the suitability of the CMC Invest SIPP or any investment that you may decide to hold in your CMC Invest SIPP for your financial circumstances, you should seek financial advice from an FCA authorised and appropriately qualified independent financial adviser.

2.3 The CMC Invest SIPP is only available via the CMC Invest App. All reports and documentation which we provide to you will be provided via the CMC Invest App.

2.4 By applying for a CMC Invest SIPP, you agree that you do not require us to provide reports, statements, contract notes or other documentation associated with your CMC Invest SIPP other than in electronic form via the CMC Invest App. You confirm and acknowledge that any information provided by you in your Application Form is correct and complete to the best of your knowledge and that you must keep your contact details up to date so that you can be notified when any important documents are sent via the CMC Invest App. We will not be responsible for



any error we have made which is due to incorrect information provided by you in your Application Form, unless such error arises as a result of our fraud, negligence, wilful default or regulatory breach. We do not limit or exclude our responsibility to you where it would be unlawful to do so.

2.5 You accept that where we are required to provide you with written notice then this will be given to you by means of electronic correspondence as set out above.

2.6 We may make reasonable and fair changes to these Terms at any time for a valid reason. If we do so, we will notify you in writing via CMC Invest of any changes to these Terms at least 30 days prior to the change taking effect. However, we do reserve the right in extreme circumstances to make changes to these Terms with immediate effect, such as in the case of a change to an existing, or the implementation of a new, regulatory requirement which we must action immediately. If we make a change and you are not happy with it, you can choose to close your CMC Invest SIPP Account and transfer the value of your CMC Invest SIPP to another provider. If this happens, you will need to pay any outstanding charges.

2.7 You authorise us to provide to HMRC, the FCA and any other relevant authority with all the relevant information about your CMC Invest SIPP and its investments as required by them.

2.8 In accordance with the FCA rules we have categorised you as a Retail Client. As a Retail Client you will benefit from the highest level of protection available under the regulatory system.

2.9 If you materially breach these Terms or the Trust Deed and Rules, then we reserve the right, without further notice, to close your CMC Invest SIPP Account, require you to Transfer-Out your CMC Invest SIPP to an alternative provider; or any combination of these.

### **3. Opening your CMC Invest SIPP and Instructions**

3.1 Your CMC Invest SIPP will be opened, and these Terms will become legally binding between you and us on the date CMC Invest confirms in writing that your Application Form has been accepted. We reserve the right at our absolute discretion to refuse your Application Form without providing any reason for our decision.

3.2 You may only open a CMC Invest SIPP if you are over the age of 18 and a UK resident. If you cease to be a UK resident, then you must inform CMC Invest immediately. If non-resident in the UK you may open a CMC Invest SIPP for the purpose of transferring-in an existing UK pension fund, such transfer to be subject to our acceptance.

3.3 You have the right to cancel your Application Form. You will be sent a cancellation notice and you have 30 calendar days from receipt of this notice (the "Cancellation Period") to inform CMC Invest that you have changed your mind and wish to cancel your Application Form. We will proceed with your Application Form during the Cancellation Period. If you choose to cancel your Application Form during the Cancellation Period, any investments held in your CMC Invest SIPP will need to be sold and any contributions will be returned. The amount to be returned may be less than the amount you contributed if the value of the investment has fallen at the time it is sold.



3.4 You also have cancellation rights in respect of any Transfers-In that you instruct us to receive from other pension providers. You have 30 calendar days from us notifying you that we have received your Transfer-In to notify CMC Invest by sending a message on the CMC Invest App that you have changed your mind and wish to cancel your transfer. If you choose to cancel your Transfer-In under the terms of the cancellation rights, any investments acquired by the transferred monies may be sold and, together with any cash from the Transfer-In, will be returned to the original pension provider. The amount to be returned may be less than the amount transferred if the value of the investment has fallen at the time it is sold.

3.5 It may not always be possible to return a pension transfer payment to the original pension scheme if you cancel after the transfer has been received. In these circumstances, we will contact you via CMC Invest and you will need to arrange for another pension scheme to accept the transfer. Any funds will be retained until such a time as a replacement provider has been notified.

3.6 You are authorised to provide instructions to CMC Invest to buy, sell, or otherwise deal in investments for your CMC Invest SIPP via the CMC Invest App. As set out above, the Scheme Trustee is the owner of all of the money and investments held in respect of your CMC Invest SIPP. Accordingly, where you provide dealing instructions to CMC Invest in respect of your CMC Invest SIPP, you do so as agent of the Scheme Trustee and on its behalf. You may only acquire or deal in assets for your CMC Invest SIPP which are Permitted Investments.

## 4. Cash

4.1 Contributions to your CMC Invest SIPP are made in cash via the CMC Invest App and held in the CMC Invest client money account. Money held by CMC Invest will be held as client money (as defined by the FCA rules) in the CMC Invest client money account, pending your investment instructions. The CMC SIPP Investment Terms of Service provide further details relating to the operation of the CMC Invest client money account.

4.2 All cash that has been designated by you to be paid out either as Income or as a Transfer- Out or Transfer-In will be held by the Scheme Trustee in a bank account designated as a trust account and segregated from our own funds.

4.3 The trust account is a pooled account, meaning it contains holdings for a number of Members of the Scheme, held at one or more banks. We will keep a record of your holding the trust account each day. If there is a shortfall and the bank is unable to meet its financial obligations, your CMC Invest SIPP Account may be due a share of the shortfall.

4.4 The banks we use are entirely independent of us. We will exercise reasonable skill and care when selecting and monitoring such banks, but we do not accept any liability for any default or delay in the distribution of funds in the event of their failure. Interest may be payable on trust accounts containing your money. Any interest earned will be retained by us.

## 5. Contributions and Transfers-In



5.1 Cash contributions may be single or regular and can only be paid in sterling. Cash contributions are subject to certain minimums which are set out in the CMC Invest SIPP Investment Terms of Service and may be varied from time to time.

5.2 You may Transfer-In cash from another authorised pension scheme to your CMC Invest SIPP. Alternatively, if you are transferring a pension where investments are held via an investment platform service and the pension investments that are held are also available under the CMC Invest SIPP, then you may request for those investments to be transferred In- specie. If those investments are available from CMC Invest with lower fund management fees, you will have the option to convert those investments.

5.3 We may decline any contribution or Transfer-In entirely at our discretion.

5.4 All contributions and Transfer-In values received will be applied to your CMC Invest SIPP.

5.5 We will automatically claim basic rate tax relief from the government on your behalf and apply it to your CMC Invest SIPP. We will do this on any contribution you make personally or from a third party and you will continue to receive tax relief up until your 75th birthday. You are responsible for informing us if you are not entitled to tax relief on the whole or part of a contribution.

5.6 It is your responsibility to monitor your cash contribution limits against the Annual Allowance. If you become subject to a reduced Annual Allowance (known as the Money Purchase Annual Allowance Rules) as a result of flexibly accessing your pension benefits, then you are obliged to inform us via CMC Invest of this immediately and provide the date that this occurred.

5.7 Cash contributions to your CMC Invest SIPP cannot be refunded other than:

(i) in accordance with your instruction to cancel your CMC Invest SIPP; or

(ii) where conditions are met to allow a “refund of excess contribution lump sum” payment to be made i.e., where your contribution exceeds your earnings in a tax year.

5.8 Other pension benefits from a Registered Pension Scheme may also be transferred to your CMC Invest SIPP, subject to consent from the Scheme Trustee, applicable legislation and HMRC rules. The terms of any such Transfer-In, will be agreed between you and us.

5.9 If you transfer Capped Drawdown benefits to us, we will require them to be converted to being a Flexi-access Drawdown account upon receipt. This will only trigger the Money Purchase Annual Allowance (if you are not already subject to them) the day after you first receive a taxable Income payment from your CMC Invest SIPP.

## **6. Fees, Charges and Expenses**

6.1 The fees and charges payable and the timing of these fees in respect of your CMC Invest SIPP



and the circumstances in which they may be increased are set out in the CMC Invest Fee Tariff, available via the CMC Invest App and CMC Invest Website, as amended from time to time.

6.2 We will also be entitled to charge the following costs to your CMC Invest SIPP:

- (i) All expenses incurred by us (including claims, losses, and liabilities) in acquiring, holding, disposing of or valuing any investment or other asset of your CMC Invest SIPP; and
- (ii) An amount equal to any tax for which we become (or reasonably expect to become) liable in respect of your CMC Invest SIPP if your CMC Invest SIPP does not constitute or ceases to constitute pension business as defined in Section 431b of the Income and Corporation Taxes Act 1988 (ICTA).

6.3 We may reimburse ourselves in respect of liability, charges, or costs by way of making a charge to your CMC Invest SIPP as we may reasonably determine which we have incurred as a result of one of the following events occurring:

- (i) We become liable to pay any tax or levies imposed on your CMC Invest SIPP or on any contribution paid by you; or
- (ii) We become liable to make any other payment to the UK Government or any governmental agency or self-regulatory organisation of which we are (or become) a member, to the extent directly or indirectly attributable to your CMC Invest SIPP.

6.4 The above will not apply to the extent that the relevant event is attributable, directly, or indirectly, to any fraud, negligence, wilful default, or regulatory breach on our part.

6.5 All charges, costs, and liabilities which we are entitled to charge to your CMC Invest SIPP will be debited to your CMC Invest SIPP. If at any time the credit balance on your CMC Invest SIPP is not enough to cover all such charges, costs, and liabilities in full, we may:

- (i) Require you to make a cash contribution to your CMC Invest SIPP; or
- (ii) Dispose of assets in order to pay the amounts due.

## 7. Lifetime Allowance

7.1 If the value of your total pension savings exceeds the Lifetime Allowance you may be liable to pay a tax charge on the amount over it. Any applicable charge will be deducted from your CMC Invest SIPP before any money is paid to you. Up-to-date information on tax rates and allowances is available at <https://www.gov.uk>.

7.2 You understand that if you have any Lifetime Allowance protection(s) or enhancements it is your responsibility to provide evidence of the relevant protection(s). You confirm that you will inform CMC Invest if you should lose or have revoked your Lifetime Allowance protections or enhancements you may have. You give your permission for any protection details you provide to be checked with HMRC.

## 8. Payments Out

### Taking Benefits

8.1 You may normally choose to Crystallise some or all of your CMC Invest SIPP at any time on or after your Minimum Pension Age. An application to take benefits must be made via the CMC Invest App, or any such alternative means as we make available to you.

8.2 If you choose to take pension benefits from your CMC Invest SIPP then you should seek financial advice or seek guidance from MoneyHelper at <https://www.moneyhelper.org.uk/en>. If you do not wish to do this, we will accept authorised instructions from you directly but may require further attestations or declarations to ensure that you have understood the potential risks.

8.3 You may be able to Crystallise your CMC Invest SIPP before your Minimum Pension Age if:

- (i) We are satisfied that you are, and will continue to be, incapable of carrying on your current occupation due to physical or mental impairment. You will need to provide evidence that we require; or
- (ii) You had transitional rights at April 2006 to a protected pension age under Schedule 36 of the Finance Act 2004 and you satisfy the conditions.

8.4 When you Crystallise part or all of your CMC Invest SIPP to draw benefits you can normally choose to take up to 25% of the amount Crystallised (subject to the Lifetime Allowance) as a single or as a number of Pension Commencement Lump Sums without incurring a tax charge. A higher or lower amount may be available if you had transitional rights at 6 April 2006 under Schedule 36 of the Finance Act 2004 and you satisfy the conditions.

8.5 If the value of the benefits Crystallised exceeds your personal Lifetime Allowance there will be a Lifetime Allowance charge (at the applicable rate) on the excess if it is paid as a lump sum (lifetime allowance excess lump sum) or 25% if you take it as pension Income.

8.6 The remainder of the amount Crystallised after the payment of any Pension Commencement Lump Sum, any lifetime Allowance excess lump sum and any Lifetime Allowance charge will be allocated to provide a pension Income for you in the form of:

- (i) Flexi-access Drawdown; or
- (ii) A lifetime annuity bought from an insurance company of your choosing; or
- (iii) A combination of the above; or
- (iv) A lump sum.

8.7 If you choose to take Flexi-access Drawdown then:

- (i) You can request regular or ad hoc payment of Income directly from your CMC Invest SIPP. There is no maximum or minimum limit on how much you can withdraw each year, however, we may require you to maintain a minimum amount in your CMC Invest



SIPP if you wish for it to remain open.

(ii) If you request a regular Income we will pay your income either monthly, quarterly, half yearly or yearly. Payment is made on the 15th of the month, or where the 15th is a non-business day, the next available business day, or any other date that we may subsequently advise. We will make the payments by direct credit to your personal bank account net of all relevant taxes. We will stop payment after receiving notification of your death.

(iii) You can ask us to increase, reduce, stop or restart payments or make one-off payments from time to time. If you wish to change the level of your payment you must provide instructions to CMC Invest at least 10 (ten) Business Days before the next payment date.

(iv) You must ensure that sufficient cleared funds are held in your CMC Invest SIPP 10 (ten) Business Days before the payment date, or we will not be able to make the payment. If insufficient funds are available to make the payment in full, no partial payment will be made.

(v) The day after we first make a payment of income to you from your Flexi-access Drawdown fund you will become subject to a reduced Annual Allowance, known as the Money Purchase Annual Allowance for the remainder of your lifetime. We will notify you this has occurred and the effective date. It is your responsibility to inform any other pension schemes of which you are a member and to ensure that your contributions to all pension schemes (including the CMC Invest SIPP) remain within the permitted maximums.

(vi) You can chose to buy a lifetime annuity at any time with part of, or the entire, drawdown pension fund. You can also transfer your Flexi-access Drawdown fund to another provider.

8.8 If you choose to buy a lifetime annuity you must select the features you require from the relevant annuity provider. We do not offer annuities. To facilitate your request, we will transfer your pension fund in cash to your chosen annuity provider and cease to have responsibility for those benefits.

8.9 If you choose to take an Uncrystallised Fund Pension Lump Sum then:

(i) You can take a lump sum directly from your Uncrystallised Fund. 25% of the lump sum will be tax free with the remainder subject to Pay as You Earn Tax at your marginal rate.

(ii) There is no maximum or minimum limit on the amount of the lump sum; however, we may require you to maintain a minimum amount in your CMC Invest SIPP if you wish for it to remain open.

(iii) There is no limit on the number of Uncrystallised Fund Pension Lump Sum payments that you can withdraw from your CMC Invest SIPP.

(iv) We will pay your Uncrystallised Fund Pension Lump Sum net of all relevant taxes by direct credit to your personal bank account.

(v) The day after we first make an Uncrystallised Fund Pension Lump Sum payment to you, you will become subject to a reduced Annual Allowance, known as the Money Purchase Annual Allowance for the remainder of your lifetime. We will notify you this has occurred and the effective date. It is your responsibility to inform any other pension schemes of which you are a member and to ensure that your contributions to all pension schemes (including the CMC Invest SIPP) remain within the permitted maximums.

8.10 A tax charge may arise as a result of taking a Pension Commencement Lump Sum if you have recycled the lump sum in whole or in part. Recycling will arise if:

(i) The amount of contribution from all sources paid to all registered pension schemes in respect of you is greater than 30% more than might have been expected based on previous contributions; and

(ii) the Pension Commencement Lump Sum plus any similar lump sums from any registered pension scheme taken in the previous 12 months exceeds £7,500; and

(iii) the cumulative amount of the additional contribution exceeds 30% of the Pension Commencement Lump Sum; and

(iv) the recycling was pre-planned.

Should a tax charge arise you agree that such tax shall either be paid from your CMC Invest SIPP or paid by you personally, as the case may be.

### **Transfer-Out**

8.11 Any request to transfer the assets from your CMC Invest SIPP to another provider must be made in via an approved transfer provider application, subject to the applicable legislation and HMRC rules.

8.12 If we agree, we may transfer assets out of your CMC Invest SIPP:

(i) To another pension scheme that is a Registered Pension Scheme; or

(ii) In accordance with any court order.

8.13 We will not make a transfer unless:

(i) We have an authorised instruction from the receiving provider to make the transfer; and

(ii) We have received all required documentation and information from you, or the receiving provider, that we in our reasonable opinion believe is necessary; and

(iii) We have received all charges due to us or to CMC Invest; and

(iv) All costs chargeable to your CMC Invest SIPP and all liabilities of your CMC Invest SIPP have been satisfied.

8.14 If you wish to Transfer-Out in cash you need to sell investments held in your CMC Invest SIPP prior to the transfer taking place. Where accepted by the receiving scheme, you can transfer the value of your CMC Invest SIPP by transferring the investments In-specie. You should bear in mind that some assets, such as property funds and REITs, may not always be able to be sold immediately.

8.15 After satisfaction of all liabilities and the transfer of all assets from your CMC Invest SIPP, we will close your CMC Invest SIPP and you will cease to be a Member of the Scheme.

### **Pension Sharing Order**

8.16 If we receive a pension sharing order under the Welfare Reform and Pensions Act 1999 in respect of your rights under the Scheme, we must comply with it. This will reduce the value of your CMC Invest SIPP.

### **Unauthorised Payments**

8.17 If we make any payments or transactions that are considered unauthorised under HMRC rules, a tax charge may apply. If we know the value to the tax charge, we can pay it from your CMC Invest SIPP. If we do not know the amount we may deduct an amount that we decide or may delay making a payment to you.

8.18 We rely on information provided by you, your dependant or Beneficiary to calculate the tax charge. If we are unable to take the tax charge from your CMC Invest SIPP you, your dependant or Beneficiary will need to reimburse us.

8.19 We can refuse a transaction if we believe that it could lead to an unauthorised payment charge or any other tax charge.

## **9. Serious Ill Health**

9.1 Serious ill health is defined by HMRC as likely having less than a year to live. If you are suffering from serious ill health, you can take all your Benefits as a single lump sum (known as a 'serious ill health lump sum') at any age. Benefits can be paid subject to the following conditions:

(i) A registered medical practitioner must provide us with written evidence stating that your life expectancy is less than a year. The completed declaration will then need to



be received and accepted by us before the serious ill health lump sum can be paid. We may withhold a payment until this has been provided.

(ii) You must have available Lifetime Allowance at the time of payment.

9.2 We will make payment directly to you by bank transfer to a UK account held in your name.

## **10. Payment of Benefits on Death**

10.1 In the event of your death the Scheme Trustee retains absolute discretion to pay any individual or individuals in the proportions that they see fit following deduction of all fees, taxes and charges due at the time of payment. Any nomination made by you will be considered but is not binding and may not be followed.

10.2 Upon your death Benefits may be used to provide pension income or paid as a lump sum as defined in the Finance Act 2004.

## **11. Personal Information**

11.1 We may use your personal information, including your sensitive personal information, and store it on our systems and may otherwise process it for the administration of your CMC Invest SIPP. We need to know your personal information in order to provide you with the services as set out in these Terms and ensure your CMC Invest SIPP is administered as efficiently as possible. This includes such information as is required to comply with all legal and regulatory requirements. You can find our privacy statement in Appendix one.

11.2 We will not collect personal information from you that we do not need in order to provide the services we have agreed to provide to you.

11.3 We may disclose personal information if it is required to do so by law or are requested to do so by the Financial Conduct Authority, or any other relevant regulatory authority.

11.4 You can ask questions about how we have handled your personal information or raise a complaint about how we have handled your personal information, by emailing the Data Protection officer as shown in the Privacy Statement. If you are not satisfied with our response, or believe we are processing your data unfairly or unlawfully, you can complain to the Information Commissioner's Office (ICO). For further information about the ICO and their complaints procedure visit <https://ico.org.uk/concerns/>.

## **12. Annual Reporting and Valuations**

12. 1 We will provide you with a Statutory Money Purchase Illustration (SMPI) via the CMC Invest App each year which will include what you might expect to receive on retirement based on the current value.

12.2 The value of your CMC Invest SIPP is based on the total value of the assets, along with any cash balance, at the reporting date. We may, from time to time, adopt such valuation rules as we in our opinion consider appropriate.

### 13. Termination

13.1 These Terms, as amended from time to time, will continue to apply until the provision of the CMC Invest SIPP is terminated. We or you may terminate your CMC Invest SIPP and your membership of the Scheme in accordance with the Trust Deed and Rules and HMRC requirements. All charges or fees due up to the date of termination must be paid. Termination shall be without prejudice to the completion of transactions already initiated via the CMC Invest App, where practicable. In addition, CMC Invest may terminate the agreement between you and CMC Invest in accordance with the CMC Invest SIPP Investment Terms of Service and CMC Invest General Terms of Business which will result in the termination of these Terms at the same time.

13.2 If we terminate or suspend your CMC Invest SIPP we reserve the right to request you to dispose of the assets and hold the proceeds in cash pending receipt of instructions from you to transfer your CMC Invest SIPP to another Registered Pension Scheme.

13.3 If your CMC Invest SIPP remains unfunded i.e. there are no investments or cash held in your CMC Invest SIPP for a period of 12 months from it being opened (or such other period of time as we reasonably consider indicates that you do not intend to use your CMC Invest SIPP), we reserve the right to close your CMC Invest SIPP but we will always notify you via CMC Invest before we do so.

13.4 By giving you at least six months' notice in advance via CMC Invest, we may, without your specific consent or further action from you, terminate the agreement under these Terms and Transfer-Out (or arrange with the Scheme Trustee for the transfer-out of) your CMC Invest SIPP to another Registered Pension Scheme for any of the following reasons:

(i) if the Scheme is wound up;

(ii) if the Scheme is, or if we consider that it could be, de-registered by HMRC; or

(iii) if CMC Invest has arranged for your CMC Invest SIPP to be transferred to an alternative SIPP provider.

13.5 For transfers under clause 13.4(i) and clause 13.4(ii), if you do not notify CMC Invest of your chosen Registered Pension Scheme within the six month notice period, we may choose the Registered Pension Scheme that your CMC Invest SIPP will be transferred to (provided that that scheme is willing to receive a transfer of your CMC Invest SIPP in accordance with applicable law), and you authorise us to execute any documentation on your behalf necessary to achieve the transfer. If you have notified us of a Registered Pension Scheme before the end of the six-month notice period, we will arrange the transfer to that Registered Pension Scheme (provided that that scheme is willing to receive a transfer of your CMC Invest SIPP in accordance with applicable law). We will transfer the assets that relate to your CMC Invest SIPP net of any liabilities



(including any amount required to satisfy any fees and charges due and any other deductions or Losses chargeable to your CMC Invest SIPP). Investment transactions already initiated via the CMC Invest App will, where practicable, be completed.

## 14. Complaints and Compensation

14.1 CMC Invest are responsible for handling any complaints relating to the CMC Invest App or to the investment services provided by CMC Invest relating to your CMC Invest SIPP.

14.2 If you wish to make a complaint in relation to your CMC Invest SIPP or the services provided by Quai Investment Services Limited, then please contact CMC Invest using your CMC Invest App message facility, by email to [support@cmcinvest.com](mailto:support@cmcinvest.com) or by writing to:

CMC Markets Investments Ltd  
133 Houndsditch  
London  
EC3A 7BX

quoting your name and CMC Invest SIPP Account number.

14.3 CMC Invest will forward complaints relating to the administration and operation of the CMC Invest SIPP to us. Once we have received a complaint, we will immediately carry out an investigation in line with our complaints policy and will provide a written response, communicating the outcome of the investigation to you. Details of the complaint handling process are available on request.

14.4 If you are not happy with the response and you wish to take the matter further you can refer it, without giving up any other rights you may have, to one of the following:

The Pensions Ombudsman  
10 South Colonnade  
Canary Wharf  
E14 4PU  
Telephone: 0800 917 4487  
Email: [enquiries@pensions-ombudsman.org.uk](mailto:enquiries@pensions-ombudsman.org.uk)  
Website: <https://www.pensions-ombudsman.org.uk/>

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Telephone: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: <https://www.financial-ombudsman.org.uk>

14.5 We participate in the Financial Services Compensation Scheme (FSCS) which pays



compensation for financial loss only to eligible claimants when an authorised firm is in default and will carry out an investigation to establish whether or not this is the case. The scheme provides protection if an authorised investment firm is unable to pay claims against it. The amount of compensation depends on the basis of your claim. In the event of the failure of any third-party bank holding cash in respect of your CMC Invest SIPP Account, the Scheme Trustee will make a claim for compensation to the FSCS on your behalf. Compensation levels are subject to change and for up-to-date details please refer to [www.fscs.org.uk](http://www.fscs.org.uk).

14.6 If your investment underperforms or loses value because of market movements, this is not covered by the FSCS. Your capital is at risk when investing in securities.

14.7 Further information about compensation arrangements including eligibility, rules and compensation limits is available from the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

## **15. General**

15.1 These Terms are supplied in English and all communications from us to you for the duration of the Terms shall be in English.

15.2 These Terms shall be deemed to have been made in England and Wales and shall be governed by and construed in all respects in accordance with the laws of England and Wales. The parties (Quai Investment Services Limited and you) agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

15.3 If any of the terms included in these Terms is held by any competent authority to be unenforceable or invalid in whole or in part, the validity of the other provisions of these Terms and the remainder of the affected term in question shall not be affected by such invalidity.



## Appendix One: Privacy Statement

Quai Investment Services Limited (Quai) will be known as the Data Controller (as defined by UK GDPR) of the personal information you provide to us. The company registration number for Quai is ZB125709 and the registered address is: Unit 16 Tesla Court, Innovation Way, Peterborough, PE2 6FL.

Quai is committed to protecting and respecting your privacy. Our Privacy Statement is to let you know:

- How and why we collect personal information
- What we do with it
- When and why we share it with other organisations
- How long we keep it for; and
- The rights and choices you have with regards to your personal information.

## Contact Us

If you have any questions about how we have handled your personal information or wish to raise a complaint about how we have handled your personal information, you can contact our Data Protection Officer at [compliance@quaifmc.com](mailto:compliance@quaifmc.com).

If you are not satisfied with our response, or believe we are processing your data unfairly or unlawfully, you can complain to the Information Commissioner's Office (ICO). For further information about the ICO and their complaints procedure see: <https://ico.org.uk/concerns/>.

## How we collect personal information

You, your financial adviser or your employer may give us information about you by completing application forms (paper versions or our online services) or by contacting us by phone, email or letter.

The personal information we will hold may include, but is not exclusive to:

- Your name
- Address
- Date of birth
- National Insurance Number
- Gender
- Email address
- Telephone number
- Bank account details
- Medical information (in certain limited circumstances)
- Any further information required as part of a product application.

## Why we need it and what we do with it

We use your personal information in the following ways:



- To provide you with any services and/or information you request from us. This also includes carrying out any obligations specified in any contracts between us.
- To comply with our legal and regulatory obligations, co-operate with the court service, our regulators and law enforcement agencies and to prevent and detect crime.
- If we learn of your insolvency or bankruptcy (or any insolvency proceedings), we'll transfer your details to the official receiver or appointed insolvency practitioner(s).
- To check instructions you've given us or to resolve disputes including to establish, exercise or defend our legal rights.
- To confirm your identity and address, this includes using automated decisions when we carry out financial crime checks.

We will not collect personal information from you that we do not need in order to provide the services we have agreed to provide to you.

We keep the personal information we collect from you and other third parties, where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax or accounting requirements).

We hold personal information securely and limit access to those who need to see it.

The personal information we collect will be held in the UK. We may transfer personal information to another country in the European Economic Area. This could be to another company within the Quai group of companies or to external service providers working on our behalf. In such circumstances, we will ensure the transfer is lawful, legal and security arrangements are in place.

Where any such processing takes place, appropriate controls, such as adoption of agreements containing the appropriate standard clauses, will be put in place to ensure that the personal information is protected in the same standard as if it were in the UK.

### **How long we keep it**

In most circumstances we will retain personal information for the lifetime of a plan or product or for up to seven years after the end of the relationship with us. This is to ensure we comply with our record keeping obligations, as set out by the FCA and other regulatory and legislative requirements.

Certain circumstances dictate that we retain some specific information for longer, i.e., pension transfer information, HMRC tax records etc.

Our retention obligations are reviewed on a regular basis to ensure that we do not keep personal information longer than we are legally obliged to.

### **What are your data protection rights?**

Under data protection law, you have rights including:

- Your right of access – you have the right to ask us for copies of your personal information.
- Your right to rectification – you have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.
- Your right to erasure – you have the right to ask us to erase your personal information in certain circumstances.
- Your right to restriction of processing – You have the right to ask us to restrict the processing of your personal information in certain circumstances.
- Your right to object to processing – You have the right to object to the processing of your personal information in certain circumstances.
- Your right to data portability – You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your right to access. If you make a request, we have one month to respond to you.

If you wish to make a request, please contact us at:

Data Protection Officer  
Quai Investment Services Limited  
Unit 16  
Tesla Court  
Innovation Way  
Peterborough  
PE2 6FL

### How to complain

If you have any concerns about our use of your personal information, you can make a complaint to us at the above address.

You can also complain to the ICO if you are unhappy with how we have used your data. The ICOs address:

Information Commissioners Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
Helpline Number: 0303 123 1113 ICO  
Website: <https://www.ico.org.uk>

## Definitions

Annual Allowance	The cap on the total amount of tax relievable contributions paid into an individual's pension schemes over an input year, as described in the Finance Act 2004.
Application Form	The application you complete and submit for a CMC Invest SIPP made available via the CMC Invest App.
Benefit	An actual or prospective entitlement to any benefit under the Scheme (including any part of the pension and any payment by way of pension).
Beneficiary	The person(s) that will receive the Benefit paid out from your CMC Invest SIPP. They may, or may not, also be a dependant.
Business Day(s)	Any Monday, Tuesday, Wednesday, Thursday or Friday, which is not a bank holiday in England.
Capped Drawdown	Income Drawdown with a maximum Income limit.
CMC Invest	CMC Markets Investments Limited, a company incorporated in England and Wales (registered number: 12816952 with registered offices located at 133 Houndsditch, London, EC3A 7BX and authorised and regulated by the Financial Conduct Authority Registration No. 948126.
CMC Invest App	The CMC Invest investment application, as updated from time to time.
CMC Invest General Terms of Business	The terms of service entered into by and between you and CMC Invest which govern the CMC Invest suite of services and are available on the CMC Invest Website.
CMC Invest SIPP	The personal pension product under the Scheme available via the CMC Invest App.
CMC Invest SIPP Account	The designated SIPP account available via the CMC Invest App and through which you carry transactions in relation to your CMC Invest SIPP.
CMC Invest SIPP Investment Terms of Service	The terms of service which form part of the CMC Invest General Terms of Business which apply to the investment services provided by CMC Invest relating to your CMC Invest SIPP and are available on the CMC Invest Website.

CMC Invest Website	<a href="https://www.cmcinvest.com">https://www.cmcinvest.com</a> .
Competent Authority	A national or local agency (such as the FCA, LSE or HMRC) (whether in the UK or otherwise) authority department, inspectorate, minister, ministry official or parliament.
Crystallise(d) / Crystallisation	To use a part or all of a pension fund to provide retirement or death benefits. It also occurs when you transfer a pension fund to a recognised overseas pension scheme.
Dependant	<p>Means:</p> <ul style="list-style-type: none"> <li>• A person who was married to or in a registered civil partnership with you at the time of your death;</li> <li>• Your natural/adopted child provided he/she (i) is under the age of 18 (or 23 if in full time education) or (ii) was in our opinion dependant upon you at the date of your death because of mental or physical impairment; or</li> </ul> <p>A person who falls into neither of the above categories and who at the date of your death was, in our opinion, (i) financially dependant on you (ii) in a financial relationship of mutual dependence with you, or (ii) dependant on you because of mental or physical impairment.</p>
FCA	The Financial Conduct Authority.
Finance Act	The Finance Act 2004 and associated regulation as amended from time to time and any statutory re-enactment or modification of it.
Flexi-access Drawdown	Income Drawdown with no maximum or minimum income limit.
HMRC	His Majesty's Revenue and Customs.
Ill Health	A tax-free lump sum payment of uncrystallised benefits that can be made, at the Scheme Trustee's discretion, where a person has a life expectancy of less than one year.
In-specie	In relation to a Transfer In or a Transfer Out in the form of investments without converting them to cash.

Income	To provide a pension income from your CMC Invest SIPP other than by a purchase of an annuity.
Lifetime Allowance	The maximum amount you can build up in all of your pension savings without incurring a tax charge.
Member	A person confirmed by CMC Invest in writing as having been accepted to the CMC Invest SIPP and who has not closed their CMC Invest SIPP Account.
Minimum Pension Age	The age at which the Finance Act permits you to take benefits from your pensions including your CMC Invest SIPP.
Money Purchase Annual Allowance	A restriction on the amount you can pay into all of your pensions and still receive tax relief when you start to access your pension pot for the first time.
Pension Commencement Lump Sum	A sum of money withdrawn from each pension as a tax-free amount.
Permitted Investments	The investments that are accepted as permitted investments and may be acquired within your CMC Invest SIPP via the CMC Invest App.
Registered Pension Scheme	A pension scheme which is registered under Chapter 2 of Part 4 of the Finance Act.
Retail Client	As defined by the FCA Handbook of rules and guidance, as published from time to time.
Quai Administration Services Limited ("QASL")	A company incorporated in England and Wales with company number 07584959 whose registered office is at 16 Tesla Court, Innovation Way, Peterborough, PE2 6FL.
Scheme	The CMC Invest Personal Pension Scheme.
Scheme Administrator	Quai Investment Services Limited, a company incorporated in England and Wales with company number 09919243 whose registered office is at 16 Tesla Court, Innovation Way, Peterborough, PE2 6FL and authorised and regulated by the Financial Conduct Authority Registration No.922590.
Scheme Operator	Quai Investment Services Limited.

Scheme Trustee	Quai Trustees Limited, a company incorporated in England and Wales with company number 11821001 whose registered office is at 16 Tesla Court, Innovation Way, Peterborough, PE2 6FL.
SIPP	A self-invested personal pension.
Terms	The CMC Invest SIPP Operator and Administrator Terms and Conditions.
Transfer-In	Any transfer of cash or assets to your CMC Invest SIPP from another Registered Pension Scheme.
Transfer-Out	The full or partial transfer of your CMC Invest SIPP to another Registered Pension Scheme, in cash or assets.
Trust Deed and Rules	A legal document that establishes and governs the Scheme and was entered into by the Scheme Administrator and the Scheme Trustee on 6th February 2023, as amended from time to time.
Uncrystallised Fund	The part of a pension fund which has not been Crystallised as defined by the Taxation of Pensions Act 2014.
Uncrystallised Fund Pension Lump Sum	A lump sum, of which a proportion is taxed at the basic income tax rate, paid directly from your Uncrystallised Fund, as defined by the Taxation of Pensions Act 2014.



**CMC Invest SIPP  
Investment Terms of Service**

**CIIC  
INVEST**

## SCHEDULE – CMC Invest SIPP Investment Terms of Service

### 1. General

1.1 The terms of service in this schedule (the “CMC Invest SIPP Terms”) are only applicable to you if you open a CMC Invest SIPP Account.

1.2 These CMC Invest SIPP Terms are supplemental to our General Terms and form part of your Agreement with CMC Invest.

1.3 Capitalised terms that are not defined in these CMC Invest SIPP Terms have the meaning given to them in the General Terms.

1.4 In the event of any conflict between the provisions of these CMC Invest SIPP Terms and the rest of the Agreement, these CMC Invest SIPP Terms shall take precedence.

1.5 These CMC Invest SIPP Terms must be read in conjunction with the CMC Invest SIPP Operator and Administrator Terms between you and Quai Investment Services Limited; each form a separate agreement. The provision and operation of the CMC Invest SIPP and CMC Invest SIPP Account involves several different legal persons. These are:

- Quai Trustees Limited who is the Scheme Trustee;
- Quai Investment Services Limited who is the Scheme operator and administrator;
- Quai Administration Services Limited has been appointed by Quai Investment Services Limited to provide administration support in connection with the Scheme; and
- CMC Markets Investments Limited is the Application and Investment services provider.

1.6 We will provide the CMC Invest SIPP Account with reasonable skill and care but we do not warrant that the relevant services will meet your particular investment requirements. You are responsible for selecting the CMC Invest SIPP Account and the Investments within it.

1.7 The CMC Invest SIPP Account is intended for investors who wish to manage their pension assets and is therefore not suitable for everyone.

### 2. Eligibility for a CMC Invest SIPP

2.1 Only individuals who meet certain eligibility restrictions imposed by Applicable Law will be able to open a CMC Invest SIPP Account. To be eligible you must be at least 18 years old.

2.2 If you are not a UK resident, a Crown servant (for example diplomatic or overseas civil service) or the spouse or civil partner of a Crown servant, we may place a restriction on your CMC Invest SIPP Account to prevent you from making further contributions to your CMC Invest SIPP.



### 3. Opening your CMC Invest SIPP

3.1 To open a CMC Invest SIPP Account, you must complete and sign an Application Form, which is available through the Application. We can refuse to open a CMC Invest SIPP Account and may choose not to give a reason for doing so.

3.2 We will open your CMC Invest SIPP Account and these CMC Invest SIPP Terms will become legally binding between you and us on the date we confirm in writing that we have accepted your Application Form. In the event that you attempt to transfer investments which are not available on the Application, it may be necessary for those investments to be sold prior to the transfer. We do not accept any responsibility for any costs or losses incurred by you arising from such sale.

3.3 You may cancel your Application Form for a CMC Invest SIPP Account in accordance with the General Terms and the CMC Invest SIPP Operator and Administrator Terms and Conditions.

### 4. Power to sell or close out

4.1 At any time we consider reasonably necessary or desirable, including without limitation, if you fail to make any payment or deliver any Investments or transfer documents due to us in relation to your CMC Invest SIPP Account for payment or delivery, then we reserve the right, without prior notice to you, to:

- 4.1.1 treat any outstanding transaction as having been cancelled and terminated;
- 4.1.2 use all Cash and Investments held in your CMC Invest SIPP Account to settle debts owed by you to any party, including ourselves, in relation to the CMC Invest SIPP Account under these CMC Invest SIPP Terms;
- 4.1.3 arrange the sale of Investments to provide Cash to cover any outstanding amount; and/or
- 4.1.4 close out, replace or reverse any such transaction or take, or refrain from taking, such other action at such times and in such manner as we reasonably consider necessary or appropriate to cover, reduce, or eliminate loss or liability under or in respect of any contract, positions, or commitments.

### 5. Client money

5.1 This clause governs the treatment of the Cash held in your CMC Invest SIPP Account, which is treated as client money (as defined by the Financial Conduct Authority (“FCA”). Please refer to the General Terms for further details.

5.2 Cash contributions to your CMC Invest SIPP must be made in GBP via the Application. Cash will be held in CMC Invest’s client money account and then paid to the Scheme Trustee’s bank account, where it is recorded as a Cash contribution to your CMC Invest SIPP and then transferred back to CMC Invest’s client money account.

5.3 Where you, or any other person, makes a Cash contribution by bank transfer it may not show on your CMC Invest SIPP Account until it is credited by us to your CMC Invest SIPP Account, which may not happen on the same day.

5.4 Should you choose to take benefits as Cash from your CMC Invest SIPP Account, these will be made in GBP.

## 6. Fees and taxes

6.1 The costs associated with trading and investing in Investments in respect of your CMC Invest SIPP Account are set out and will be charged in accordance with the Agreement.

6.2 We only provide a withholding tax service in selected markets. Foreign or overseas Investments may be subject to withholding taxes meaning that your CMC Invest SIPP Account may only receive income or dividend returns after deduction of withholding taxes, which may be higher in some markets than others.

## 7. Closing your CMC Invest SIPP Account

7.1 Your CMC Invest SIPP Account will be closed by us on the provision of written notice to you in the following circumstances:

7.1.1 Confirmation is provided to us from QISL that you cease to be a Member of the Scheme (e.g. you have transferred your CMC Invest SIPP to another provider or have withdrawn all of your pension benefits); or

7.1.2 On the winding-up of the Scheme, in accordance with the Trust Deed and Rules.

## 8. Your Obligations

8.1 Each time you use your CMC Invest SIPP Account you will be confirming that:

8.1.1 you have all necessary power, authority and approvals to enter into and perform your obligations on behalf of your CMC Invest SIPP under these CMC Invest SIPP Terms;

8.1.2 your entering into and performance of these CMC Invest SIPP Terms and each contract does not violate, contravene, conflict with or constitute a default under any law, regulation, rule, judgement, contract or other instrument binding on you or your CMC Invest SIPP or any of your assets; and

8.1.3 in accepting these CMC Invest SIPP Terms, we have not made, and you are not relying upon, any statements, representations, promises or undertakings that are not contained in these Terms.

8.2 You will inform us if there is any change to any of your personal details such as your address, email address or telephone number.

## 9. Personal Data

9.1 You acknowledge that as part of providing you with services under the Agreement, CMC Invest will share your personal data you provide to us with QISL, who are designated as the data controller. We are committed to protecting and respecting your privacy and our privacy policy can be found on our website at <https://www.cmcinvest.com/en-gb/privacy>.

## 10. Complaints

10.1 If you wish to make a complaint in relation to your CMC Invest SIPP Application or Account or the services provided to you, then please contact us using your CMC Invest Application message facility, by email to [support@cmcinvest.com](mailto:support@cmcinvest.com) or by writing to:

CMC Markets Investments Ltd  
133 Houndsditch  
London  
EC3A 7BX

quoting your name and CMC Invest SIPP Account number.

## 11. Definitions

Agreement	Our Agreement with you consists of the General Terms (including any Schedules), our Fee Tariff, the Order Execution Policy and any specific terms and conditions you accept on the Application as amended or updated from time to time and available on our Website.
Applicable Law	Any laws, statutes, orders, rules, decisions, provisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines and industry codes having legal effect in any jurisdiction, provided that such laws, statutes, orders, rules, decisions, provisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines or industry codes are existing and in force from time to time and (where relevant in the context) are directly or indirectly applicable to us, you, the Agreement, our Website, or our Application.
Application	Our investment application, as updated from time to time.
Application Form	The prescribed form which you must complete and sign to open your CMC Invest SIPP Account.
CMC Invest	CMC Markets Investments Limited a company incorporated in England and Wales (registered number: 12816952 with registered offices located at 133 Houndsditch, London, EC3A 7BX and authorised and regulated by the Financial Conduct Authority Registration No. 948126.
CMC Invest SIPP	The personal pension product under the Scheme available via the CMC Invest Application.
CMC Invest SIPP Account	The designated SIPP account available via the CMC Invest Application and through which you carry transactions in relation to your CMC Invest SIPP.

CMC Invest does not provide investment advice and individual investors should make their own decisions or seek independent advice. The value of investments can go up as well as down and you may receive back less than your original investment. CMC Invest is a trading name of CMC Markets Investments Ltd, which is authorised and regulated by the Financial Conduct Authority, registration number: 948126. Registered in England and Wales. Company number: 12816952.

GBP	Means pound sterling (£).
General Terms	The General Terms of Business as amended or updated from time to time and available on our Website.
Investment(s)	Any investment which is available on our Application for you to trade and invest in from time to time.
CMC Invest SIPP Operator and Administrator Terms	The CMC Invest SIPP Operator and Administrator Terms and Conditions you accept on the Application as amended or updated from time to time and available on our Website, and form the agreement between you and QISL.
Order(s)	An order to buy or sell an Investment.
QISL	Quai Investment Services Limited a company incorporated in England and Wales with company number 09919243 whose registered office is at 16 Tesla Court, Innovation Way, Peterborough, PE2 6FL ("QISL") and authorised and regulated by the Financial Conduct Authority Registration No. 922590.
Scheme	The CMC Invest Self-Invested Personal Pension.
Scheme Trustee	Quai Trustees Limited a company incorporated in England and Wales with company number 11821001 whose registered office is at 16 Tesla Court, Innovation Way, Peterborough, PE2 6FL.
SIPP	Means a type of personal pension where the investment decisions are entirely in your hands.
Tax Year	6 April to the following 5 April.
Transfer Form	The prescribed form which you must complete and sign to transfer an existing pension to your CMC Invest SIPP. A copy of the Transfer Form is available through the Application.
Website	<a href="https://www.cmicinvest.com">https://www.cmicinvest.com</a> .

CMC Invest does not provide investment advice and individual investors should make their own decisions or seek independent advice. The value of investments can go up as well as down and you may receive back less than your original investment. CMC Invest is a trading name of CMC Markets Investments Ltd, which is authorised and regulated by the Financial Conduct Authority, registration number: 948126. Registered in England and Wales. Company number: 12816952.