

Key Information and Investor Terms

Investor Key Information Understanding your investment

You should read the following information and the Investor Terms (below) carefully before making your investment. It is important that you understand the key product features and risks of your investment. **If you have any questions, please feel free to give us a call on 020 3142 6226.**

Investing through RateSetter

- By investing through RateSetter you are entering into credit agreements as a lender with one or a combination of individuals or businesses as the borrower(s).
- This is an investment product and is not a savings deposit.
- To invest through RateSetter, you must not be lending in the course of any business.
- RateSetter manages a Provision Fund which is designed to give you efficient risk diversification and some degree of risk protection but it is not a guarantee and your capital is at risk.
- The overall level of investment risk is primarily affected by the strength of the Provision Fund and the lending carried out by RateSetter.
- As well as the Everyday Account, RateSetter offers an innovative finance ISA (the "**RateSetter ISA**") which allows any interest from peer-to-peer loans facilitated through the RateSetter platform to qualify for exemption from income tax where these loans are made within a RateSetter ISA.

Types of lending and credit risk

- RateSetter facilitates loans to UK individuals and businesses – further detail is provided below. RateSetter provides information on the lending mix [here](#) and will inform you when material changes occur, including by posting information on the members' area of the website.
 - Individual borrowers: Personal Loans, Retail Finance, Motor Finance
 - Business borrowers: Business Loans, Loans to residential Property Development companies, Motor Finance, loans to lending business (note, we no longer facilitate new loans to other lending businesses, but your money may be matched to an existing loan if another investor sells out of their loan contract)
- Our minimum requirements for borrowers vary according to the type of loan being offered but all decisions are based on risk assessments by our specialist underwriting teams. See below and further information is available [here](#).
- In the case of individual loan applicants, we:
 - conduct identity checks;
 - analyse their credit history and score; and
 - assess their ability to make repayments (affordability).
- For business loan applicants, we:
 - review the company's trading history and accounts;
 - assess the creditworthiness of the company directors and in some cases, require the directors or other third parties to give a personal guarantee; and
 - where appropriate, take other security, for example by putting a charge over the company's assets or requiring a cross-company guarantee.
- You may be matched to loans with differing repayment profiles, including loans that repay capital and/or interest across the life the loan or loans that repay capital and interest only at the end of the loan term.
- You may also be allocated loans from the RateSetter secondary market, where a previous investor has decided to exit their loan contract or loan contracts early and you are replacing their funds on that contract.
- You should also carefully review past performance information which provides an indication of past and expected future performance of loans. Please see [here](#) for further information.

The RateSetter Provision Fund and arrears management

- RateSetter manages a Provision Fund which gives efficient diversification to investors and provides a degree of protection for investors against borrowers who do not pay sums due or are in arrears with payments.
- In cases where a borrower does not make a payment when due, the Provision Fund pays you on their behalf. We believe in treating all our customers fairly, both investors and borrowers, so we always do what we can to help borrowers who experience payment difficulties. If, despite our efforts, we cannot get the loan back on track, the Provision Fund will settle the loan with you in full or in part. You can then re-invest the settled funds in a new loan contract or withdraw the settled funds.
- RateSetter proactively manages the Provision Fund but it does not provide a guarantee and your capital is at risk.
- The Coverage Ratio is a key Provision Fund metric and it is important that you understand it. It is how we estimate the Provision Fund's ability to ensure investors get all their capital back, plus interest earned. It is calculated by dividing the size of the Provision Fund by Expected Losses. A 100% Coverage Ratio indicates that the Provision Fund should be able to cover all expected claims; a Coverage Ratio greater than 100% means that all expected claims should be covered with money to spare.
- The Provision Fund will cover borrower defaults if there are sufficient funds available. In one exceptional case, RateSetter has intervened to cover the debt repayments of a borrower from its own company funds that would otherwise have been defaulted to the Provision Fund. Such an intervention will not happen again.
- If the Provision Fund has insufficient funds to cover borrower defaults (i.e. the Coverage Ratio has or is expected to drop below 100%) you may receive less interest than you expected, lose some or all of the capital you invested and / or it may take longer than expected for you to receive your money back.

Investment term and access to your funds

- Your investment is for the term of the loans you are matched with.
- The terms of the underlying loans may be longer or shorter than your requested investment term.
- You may be matched against loans from the RateSetter secondary market with considerably shorter terms than you have requested.
- As an investor you can request access to funds earlier than the underlying loan terms but that is dependent on other funds being available on the RateSetter market to take your place and therefore early access is not guaranteed.
- There may also be costs for exiting loan contracts early, depending on the product selected.
- In order to ensure fair usage, you cannot invest new funds for 14 days after a request to exit a Rolling Market loan contract early.
- When borrowers repay capital and interest due you have the option to re-invest funds. These funds will be matched with new loans and so your term for re-invested money will match the new loans, not your original investment term.
- If you have invested in the Rolling Market, any capital will always be re-invested in the Rolling Market. Interest can still be paid into the Holding Account, but if you opt to re-invest your interest, it must be in the Rolling Market.
- You can set the rate or opt for Market Rate on reinvestment of capital and interest in all RateSetter markets.

What will impact on your return?

- The rates quoted on the RateSetter website are based on re-investment of borrower repayments at the same interest rate. If market rates have changed since your original investment it will affect your overall return.
- RateSetter allows borrowers to repay all or part of a loan at any point. If early repayment occurs it will affect your overall return.
- RateSetter does not pay interest on any funds that are held in your RateSetter holding account, i.e. un-lent funds. You should either re-invest or withdraw funds that are unmatched for a significant period of time.
- You are responsible for paying any tax due on your investment. We do not deduct any tax.

What happens if RateSetter stops trading?

- RateSetter maintains a fully funded plan that is designed to allow the company to continue to administer existing loan contracts even if the company closes to new business. So, in the unlikely

event of RateSetter ceasing to trade, your loan contract(s) will continue to be administered on your behalf.

- If you have a RateSetter ISA, in the event of RateSetter's insolvency, we will notify you of any right to transfer it to another ISA manager.

Can I cancel my investments?

- You can cancel your account with RateSetter within 14 days, beginning on the day after the date when your account was opened. You will lose this cancellation right once you have been matched to borrowers, simply as loan contracts are formed at that point.

Transparency – how we keep you informed about the risks

- We publish loan performance data online, as well as information about our Provision Fund and expected future performance. Via the members' site and monthly statements that all investors receive, we will also provide updates on factors that may impact your investment return or risk.
- Please note that historic information should not be used as the sole indicator of future performance.

Investor Terms

1. Introduction

- 1.1. Retail Money Market Ltd ("**RateSetter**", "**us**", "**we**") is a limited liability company registered in England and Wales (company number 07075792). Our registered office address is 6th Floor, 55 Bishopsgate, London EC2N 3AS. We are authorised and regulated by the Financial Conduct Authority (reference number 722768).
- 1.2. We provide an exchange (the "**Exchange**") on www.ratesetter.com and other websites operated by or on behalf of selected partners. The purpose of the Exchange is to facilitate the arrangement of credit agreements between borrowers and lenders (the "**RateSetter Customers**"), either or both of which may be individuals or corporate bodies (for example, companies).
- 1.3. Once you have registered with RateSetter in accordance with the Website and Exchange Terms of Use (the "**Website Terms**"), you will be able to monitor and manage your investment using an online account (your "**RateSetter Account**").
- 1.4. These Investor Terms (the "**Terms**") set out the terms and conditions relating to your use of the Exchange as a lender (also known as an investor) and your relationship with RateSetter and should be read in conjunction with the Website Terms. These Terms apply to you equally whether you are investing on the Exchange as an individual or as an incorporated body.
- 1.5. Unless otherwise stated, these Terms apply to all RateSetter investment products. Some additional terms apply only to the RateSetter ISA, which you can find in clause 7.
- 1.6. These Terms, together with the Website Terms and the Privacy Policy, replace any previous versions of the terms & conditions. We may make changes to these Terms from time to time. If a material change is made, we will notify you at least one calendar month before the change becomes effective by e-mailing you and/or including information about the change in your monthly investor statement.
- 1.7. You are not allowed to transfer to anyone else any of your rights or obligations under these Terms or under any credit agreements for which you act as lender (your "**Matched Loans**") other than in accordance with these Terms or with RateSetter's prior written consent.
- 1.8. These Terms (including any non-contractual obligations arising out of or in connection with them) are governed by the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction in relation to any and all disputes arising from them. If a provision of these Terms is or becomes illegal, invalid or unenforceable that shall not affect the legality, validity or enforceability of any other provision of these Terms.
- 1.9. Any calculations, forecasts or estimates provided in or pursuant to these Terms (for example, figures provided on our website pursuant to clause 8.6) are provided on a best estimate basis. We may determine, in our absolute discretion, when our Exchange or any part of it is open and may close the Exchange or any part of it at any time. We are not obliged to accept any offer made on the Exchange.

2. Appointment of RateSetter as your agent

- 2.1. By agreeing to these Terms, you are appointing RateSetter as your exclusive agent to act in all matters relating to the origination, negotiation, administration and management of your Matched Loans, including:
 - 2.1.1. conducting credit and affordability checks on prospective borrowers to determine their creditworthiness and to agree the amount, term and rate at which they can borrow;
 - 2.1.2. communicating any offers to lend on the Exchange to other RateSetter Customers;
 - 2.1.3. negotiating, agreeing and executing on your behalf any agreements or deeds relating to Matched Loans, for example, any credit agreement and/or associated security documents and any agreements amending or waiving the terms of any of those documents;
 - 2.1.4. upon a Matched Loan being agreed, advancing the amount of credit to the borrower or to a third party where agreed and authorised by the borrower;
 - 2.1.5. collecting all payments due under the terms of your Matched Loans;
 - 2.1.6. communicating with borrowers in relation to your Matched Loans and receiving any notices or communications borrowers may send in relation to your Matched Loans;
 - 2.1.7. keeping and maintaining all records relating to your Matched Loans;
 - 2.1.8. responding to any complaints or disputes in respect of your Matched Loans;
 - 2.1.9. conducting negotiations during the term of your Matched Loans, for example, those relating to early repayment;
 - 2.1.10. following the service of any legally required notice, terminating any of your Matched Loans and notifying the borrower of any such termination;
 - 2.1.11. taking any action in connection with a breach of any term applicable to your Matched Loans, including:
 - (a) beginning and/or conducting any enforcement action against a borrower in relation to any of your Matched Loans, for example if they fail to make payments;
 - (b) participating in any restructuring of the assets or business of a borrower; and
 - (c) taking any other steps which RateSetter (in its absolute discretion) considers necessary to protect your interests and the interests of the other lenders;
 - 2.1.12. in relation to any Matched Loan which is secured, appointing a trustee to hold the security on trust for you and the other lenders and acknowledging the terms of any such security trust, and where required, giving the security trustee instructions in relation to the security;
 - 2.1.13. in relation to any Matched Loan which is made available pursuant to a hire purchase agreement, appointing a trustee to hold the asset being acquired under that hire purchase agreement on trust for you and the other lenders and acknowledging the terms of any such trust; and
 - 2.1.14. entering into any transfer agreements (or sending notices in relation to them) on your behalf in order to transfer the benefit of all or part of any of your Matched Loans to the Provision Fund (as explained in clause 8), another RateSetter Customer, RateSetter itself or a third party.
- 2.2. RateSetter is subject to various laws, rules and regulations (including by virtue of the permissions granted to it by the FCA) and actions taken by RateSetter on your behalf or on behalf of other RateSetter Customers are at all times subject to such laws, rules and regulations.
- 2.3. You agree that RateSetter, or any agent acting for or on behalf of RateSetter, may appoint a third-party service provider to perform RateSetter's duties under these Terms, either temporarily or permanently, partly or in full. In circumstances where such an appointment is made, any rights or obligations in these Terms which relate to RateSetter shall become the rights and obligations of the appointed third party.
- 2.4. You agree to be bound by the terms of any Matched Loans entered into on your behalf and any amendments to those terms as agreed by RateSetter. You understand that by lending through the Exchange, you may lose money if one or more borrowers fail to repay their loans.
- 2.5. At the conclusion of each tax year, RateSetter will e-mail you a statement detailing your transactions from the preceding year, including details of any interest earned. It is your responsibility to account for any taxes relating to your use of the Exchange and any interest

earned. The tax you have to pay is dependent on your individual circumstances and may be subject to change in the future. If you are in doubt, you should seek independent advice.

3. Putting money in

- 3.1. To place a lending order you must first credit your "**Holding Account**" by transferring funds into a segregated client money bank account held on trust for the RateSetter Customers (the "**Trust Account**"). Any interest earned on funds in the Trust Account will be paid into the Provision Fund.
- 3.2. The Trust Account will at all times be a segregated account held by one of the major UK high street banks. This ensures that should RateSetter cease to trade, the money held in this account will not be considered to be part of RateSetter's assets and will be available for return to you. Funds belonging to individuals and companies are held together in the Trust Account and in the event of a distribution all RateSetter Customers will rank equally, regardless of whether they are an individual or a company. Individuals and companies depositing funds are both treated as 'Retail Clients', which means they benefit from the highest level of protection available under the relevant FCA rules.
- 3.3. You agree to provide us with the sort code and account number of the UK bank account that you wish to use to send and receive funds when using the Exchange (your "**Nominated Bank Account**"). Your Nominated Bank Account must be in your name and registered to your current address. Payments made by any means, including by debit card, into the Trust Account must be from your Nominated Bank Account. Any funds paid into the Trust Account from any bank account other than the Nominated Bank Account may be returned to the paying account.
- 3.4. When you pay money into the Trust Account, you are confirming that you are authorised to do so. You will make such payments in good faith and will not attempt to reverse a payment made into the Trust Account or take any action which will cause such a payment to be reversed by a third party. If your Nominated Bank Account is a joint account, you confirm that when making transfers into the Trust Account, you are acting with the authority of the joint account holder.
- 3.5. You can transfer funds from your Nominated Account to the Trust Account by:
 - 3.5.1. making a bank transfer, including your RateSetter account number as a reference;
 - 3.5.2. making a debit card payment through the RateSetter website; or
 - 3.5.3. setting up a monthly direct debit using the "**Auto Invest**" feature in your RateSetter Account.Funds sent by bank transfer or taken by Direct Debit may take up to two working days to show in your Holding Account and be available to lend on the Exchange. Payments made by debit card will immediately show in your Holding Account.
- 3.6. We may take whatever action considered appropriate to meet any obligations, either in the UK or elsewhere in the world, relating to the prevention of fraud, money laundering, terrorist activity, bribery, corruption, tax evasion and the provision of financial and other services to persons who may be subject to economic or trade sanctions. This may include, but is not limited to:
 - 3.6.1. screening, investigating and intercepting any instruction, communication, application or payment sent to or by you, or on your behalf;
 - 3.6.2. investigating the source of or intended recipient of funds;
 - 3.6.3. combining your information with other related information in the possession of RateSetter or its affiliates; and/or
 - 3.6.4. making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status.
- 3.7. In exceptional circumstances, this may lead to us delaying, blocking or refusing the making or clearing of any payment and/or the processing of your instructions or application for use of the Exchange or access to the Exchange. To the extent reasonably permissible by law, neither RateSetter nor any of its affiliates shall be responsible to you or any third party for any loss, however it arose, that was suffered or incurred by you or a third party as a result of taking the actions set out in this clause.

- 3.8. We may at any time, after giving you reasonable notice of our intention to do so, set off any sums owed by you to RateSetter or to a RateSetter Customer against any funds held in a RateSetter Account in your name.

4. Offers and matching

- 4.1 The Exchange operates by automatically and anonymously matching offers to lend with applications to borrow. By lending through the Exchange you confirm that you are not knowingly lending to a "connected party" as defined in the Income Tax Act 2007, such as a spouse, relative or business partner. You can find the full definition of a connected party at www.legislation.gov.uk/ukpga/2007/3/section/993.
- 4.2 The rate you select when you make an offer to lend (the "**Lender Rate**") is the annualised expected rate which assumes:
- 4.2.1. you do not use the Release Your Investment function in accordance with clause 6;
 - 4.2.2. your money is not repaid early by the borrower, in part or in full;
 - 4.2.3. the Exchange is not in a Stabilisation Period in accordance with clause 9; and
 - 4.2.4. you re-invest all repayments at the same rate and term.
- 4.3 You may choose to lend and/or re-invest at the "**Market Rate**", which is set each day by taking a weighted average of all the rates transacted during the previous day between 6am and 10pm. RateSetter makes no guarantee as to the level of the Market Rate at any given time or any given day. By choosing to lend at the Market Rate, you agree and accept that the calculation of the Market Rate at the time any funds are matched is correct as at the time of matching.
- 4.4 Subject to clause 4.11, lenders are matched within each market first by rate and then by time. This means that if there are multiple lenders offering the same rate, they will be matched in order of when they placed their offer to lend on the Exchange. An offer to lend may be posted on its own or may be combined with other offers to lend and may be accepted on behalf of one or a combination of multiple RateSetter Customers.
- 4.5 You can withdraw all or part of an offer to lend (until it has been matched) by cancelling the relevant offer in your RateSetter Account. The cancellation of an outstanding offer to lend becomes effective when your instruction to cancel is successfully received and processed by us, which is usually done within one working day. Until we process the cancellation, you acknowledge that your offer may remain outstanding and available for acceptance.
- 4.6 You also have the right to cancel your account with RateSetter within the first 14 days, beginning on the day after the date when your account was opened. You will lose this cancellation right once you have been matched to borrowers, because loan contracts are formed at that point.
- 4.7 You are entirely responsible for the information you provide to us concerning each offer you make and for checking that it is accurate. We will not enquire into the reasonableness of any offer you make and we will not be liable for incorrect entries made by you, including any data input errors with respect to the amount or rate of any offer.
- 4.8 Subject to clauses 4.5 and 4.6 above, when you make an offer to lend (including automated offers made through re-investment and/or Auto Invest), you are waiving any cancellation rights which apply. That means that once all or part of an offer has been matched, you will be bound by the terms and conditions of the resulting Matched Loan(s) and you will not be able to amend, cancel or withdraw from the Matched Loan(s) other than in accordance with these Terms.
- 4.9 An offer to lend may be matched with all or part of a loan which has a term that differs from your offer. In cases where the term is longer than the term you selected, we will use our best efforts to transfer the loan to another lender at the end of the term you selected. You should be aware however that our ability to do so will be subject to there being sufficient funds available on the Exchange at the required rate. If there are insufficient funds available on the Exchange, your money will be returned to you as and when the borrower repays their loan, which may take longer than the term you selected. In cases where the term is shorter than the term you selected, your investment may be repaid early. If this happens, the sum paid back to you will be dealt with in accordance with the Re-Investment settings you have selected in your RateSetter Account.

- 4.10 When a borrower order is fully matched to lender funds, the loan will be formed the same day (the "**Contract Date**") and the funds sent to the borrower on the next working day (the "**Term Date**"). Interest on all loans will accrue daily on the capital amount outstanding from and including the Term Date up to and including the date on which the loan is settled in full. This means that if your funds are matched to a new loan, you will begin to accrue interest the working day after the loan is formed. If your funds are matched to an existing loan (e.g. if another lender is using the Release Your Investment function), you will begin to accrue interest on the calendar day after your funds are matched.
- 4.11 By making an offer to lend on the Exchange, you may be matched with borrowers in respect of a variety of credit agreements, including hire purchase agreements. If you become a lender under a hire purchase agreement, RateSetter or one of its affiliates will hold the asset subject to the hire purchase agreement on trust for you and any other lenders funding the purchase of that asset. Any surplus received on a sale of an asset, less obligations to third parties, will be added to the Provision Fund.
- 4.12 Any repayments you receive in respect of your Matched Loans, including monthly repayments, overpayments or settlements paid by the borrower or the Provision Fund, will (subject to the amounts received reaching the minimum order amount of £10) be automatically re-invested as follows:

Default Re-investment Settings

Initial investment	Re-investment
Rolling Market	Rolling Market
1 year Market	Rolling Market
5 year Market	5 year Market

- 4.13 Subject to clause 4.14, you can change the way your funds are re-invested (including specifying that they are not re-invested at all), by altering the Re-investment settings in your RateSetter Account. Any changes to your Re-investment settings normally take effect immediately but may take up to 24 hours to be activated.
- 4.14 If you invest in the Rolling Market, your capital will always be re-invested in the Rolling Market. Interest can still be paid into the Holding Account, but if you choose to re-invest your interest, it must be in the Rolling Market. As with our other markets, capital and interest can be re-invested in the Rolling Market either at Market Rate or at a rate you choose. Your Re-investment options are summarised in the table below:

Re-investment Settings Options

Initial investment	Re-investment market options	Option to switch off re-investment
Rolling Market	Rolling Market	Yes, for Interest only
1 year Market	Rolling Market 1 Year Market 5 Year Market	Yes
5 year Market	Rolling Market 1 Year Market 5 Year Market	Yes

5. Taking money out

- 5.1 You may transfer funds from your Holding Account into your Nominated Bank Account by choosing the **"One-off Withdrawal"** option in your RateSetter Account or using the **"Auto Withdraw"** option which allows you to specify that funds be withdrawn on a regular basis. Withdrawals are normally credited to your Nominated Bank Account by the end of the next working day but may be delayed up to 5 working days in cases where additional fraud or identity checks are required, for example when you make your first withdrawal. You may not withdraw funds into any account other than your Nominated Bank Account.
- 5.2 You may not withdraw funds which are waiting to be matched or which have already been matched. In the case of funds waiting to be matched, you may be able to cancel all or part of your order, as set out in clause 4.5 and 4.6. If you successfully cancel, the funds will be moved to your Holding Account and can then be withdrawn in accordance with clause 5.1.
- 5.3 If your funds have already been matched, you will only be able to withdraw funds using the Release Your Investment function detailed in clause 6 or as and when payments are made by the borrower (subject to your Re-Investment settings).
- 5.4 If you would like to close your account, you must first release your investments from of all your loans (see clause 6 below) and withdraw any funds in your Holding Account. Once you have done that, you can contact our customer services team using the details on our website to request the account be closed.

6. The "Release Your Investment" function

- 6.1 You should be prepared to lend for the full term of your Matched Loans. Once your funds are matched and a loan is formed, you may be able to withdraw matched funds before they are repaid by the borrower by using the **"Release Your Investment"** function but this will only be available where there are sufficient funds available in the market, either from another RateSetter Customer or from RateSetter itself.
- 6.2 In order to release your investment, your Matched Loans will be sold on a "last in, first out basis", i.e. starting with the most recent contract, regardless of rate.

For example:

Investor A holds £7,000 of Matched Loans in their Everyday Account, and wishes to release £4,000 of their investment. Investor A's money will be released as follows:

Contract date	start	Contract rate	interest	Contract value	Order of contract release
01/03/18		4.8%		£1,000	1st
27/02/18		4.2%		£500	2nd
15/08/17		3.7%		£2,000	3rd
25/09/15		4.0%		£500	4th
16/05/14		3.5%		£3,000	Not released (because the full Release Your Investment amount of £4,000 has already been fulfilled)

- 6.3 If you are using the Release Your Investment function, the amount returned to you will equal the capital amount requested plus interest accrued on that amount to the date your funds are released, minus a **"Transfer Fee"**.
- 6.4 The Transfer Fee will be calculated as a percentage of the capital being returned from your Matched Loans and will be a set rate for each of the markets. The Transfer Fee for each market

will be displayed on the [website](#) and may change over time. You will be notified of any change in accordance with clause 6.5. below. The amount to be returned to you will be estimated and displayed to you before you commit to releasing your funds.

- 6.5 For example, if you have invested £1,000.00 of capital in the 5 year market at a Lender Rate of 5.0% and you choose to use the Release Your Investment function at a time when the Transfer Fee for this market is 1.50% and it has been 15 days since your last repayment, the amount returned to you will be as follows:

£1,000.00 capital plus £2.05 accrued interest ($£1,000 \times 5.0\% / 365 * 15$) minus £15.00 Transfer Fee ($£1,000.00 \times 1.50\% = £15.00$) = £987.05.

- 6.6 We reserve the right to make changes to the Transfer Fee for each market and you will be given 1 calendar month's notice of any change. We will notify you of any change to the Transfer Fees by email to the address on your RateSetter Account and changes will also be posted publicly on our website.

- 6.7 If you use the Release Your Investment function to withdraw funds from the Rolling Market, you must wait until 14 days after the date of your request to sell out before you can invest new money in the Rolling Market. Any money you try to invest will sit in your Holding Account until the 14-day period has expired and you can invest the funds.

7 The RateSetter ISA

- 7.1. If you decide to invest through the RateSetter ISA, the resulting loans must remain in your beneficial ownership and you must not use them as security against any loan.
- 7.2. We are required to provide details of all RateSetter ISA holders to HMRC. If you become a non-UK resident, HMRC may then be required to share these details about your RateSetter ISA with tax authorities in your country of residence.
- 7.3. The RateSetter ISA is a flexible ISA, which means that any money you withdraw from it can be replaced by subsequent subscriptions in the same tax year, without affecting your remaining annual ISA subscription limit.
- 7.4. Where you have money not on loan that is in the Holding Account set up for your RateSetter ISA, this will be treated as cash and can be withdrawn into your Nominated Bank Account using the process in clause 5.
- 7.5. If you withdraw money from your RateSetter ISA in this way, you may lose the ability to earn tax-free interest on the cash withdrawn.
- 7.6. You have the right to transfer your RateSetter ISA to another ISA manager. You can transfer some or all of your previous years' RateSetter ISA subscriptions, but you can only transfer out the whole of the current year's subscriptions.
- 7.7. If we receive notice that you want to transfer your RateSetter ISA to another ISA manager, we will carry out the transfer in accordance with your instructions and the Individual Savings Account Regulations 1998 or the accompanying HMRC ISA guidance (together and as amended from time to time, the "**ISA Rules**").
- 7.8. If any changes are made to the ISA Rules which affect the RateSetter ISA, we will apply the changes immediately after they come into force, and we will notify you of them and how they affect you as soon as possible thereafter.
- 7.9. We will let you know if, by reason of any failure to satisfy the provisions of the ISA Rules, your RateSetter ISA has or will become void.
- 7.10. If you die, your RateSetter ISA loses its tax benefits from the date of your death. This means that any income or gains you receive after the date of your death will become taxable.

8. The Provision Fund

- 8.1. To provide protection to RateSetter Customers lending through the Exchange, RateSetter and/or its partners set aside funds as a provision against projected borrower defaults (the "**Provision Fund**").
- 8.2. The Provision Fund may also be used to pay costs not otherwise covered in the terms of the loan contract, but only where necessary to prevent a future default and/or to achieve the best outcome for both the lender and borrower. For example, in some circumstances you may be funding a loan used for the purchase of goods or services. If the product is defective and the supplier does not remedy the issue or is insolvent, arranging and paying for a repair may be the best way to ensure repayments continue and both the lender and borrower get the best outcome. If the cost has arisen as a result of an error by RateSetter, RateSetter itself, not the Provision Fund, will cover the cost.
- 8.3. The Provision Fund is not a guarantee, it does not mean you will always get your money back and your capital and interest are at risk if the Provision Fund is depleted by increased borrower defaults. The Provision Fund does not amount to a contract of insurance under the Financial Services and Markets Act 2000.
- 8.4. If a payment becomes due under the terms of any of your Matched Loans and is not paid by the borrower, the Provision Fund will automatically make payment to you on the borrower's behalf. If this happens, you agree that any right you had against the borrower in respect of that payment will be transferred to the Provision Fund. The Provision Fund may then seek to recover the payment from the borrower for its own account.
- 8.5. If at any stage during the term of a Matched Loan, RateSetter reasonably believes that future payments due are not likely to be received in accordance with terms of the contract or at all, for example if there is a significant change to a borrower's circumstances or if a borrower repeatedly fails to make payments on time, RateSetter may use the Provision Fund to settle a Matched Loan in full or in part. A Matched Loan will be settled in full where RateSetter reasonably believes that the full amount of the loan will not be recovered. If a Matched Loan is settled in full, you agree that the entire benefit of the loan will be transferred to the Provision Fund and you will have no right to any payments subsequently received from the borrower. If a Matched Loan is settled in part, you agree that any right you had against the borrower in respect of the settled portion of the loan will be transferred to the Provision Fund. You will retain the right to receive payments from the borrower for the portion of the Matched Loan that has not been settled by the Provision Fund.
- 8.6. You can see real-time financial information about the Provision Fund on the RateSetter website, including:
 - 8.6.1. the total amount of cash held in the Provision Fund (the "**Provision Fund Balance**");
 - 8.6.2. the future contributions borrowers are contracted to pay into the Provision Fund over the term of their loans, discounted to take account of estimated rates of early repayment and default (the "**Contracted Future Income**");
 - 8.6.3. the estimated value of all security given by borrowers and the value of the loans in relation to which it was given (the "**Security Held**");
 - 8.6.4. the expected loss for all active loans, calculated by estimating the likelihood of default on each loan and taking into account our average recovery rate following default ("**Expected Losses**");
 - 8.6.5. the "**Provision Fund Coverage Ratio**", calculated by adding the Provision Fund Balance and the Contracted Future Income and comparing the resulting figure to the Expected Losses;
 - 8.6.6. the "**Capital Coverage Ratio**", calculated by adding:
 - 8.6.6.1. the Provision Fund Balance;

- 8.6.6.2. the Contracted Future Income;
- 8.6.6.3. the future interest income due to the lenders from all loans discounted to take account of estimated rates of early repayment and default;

and comparing the resulting figure to the Expected Losses.

9. Stabilisation Period

- 9.1. If at any time, in the opinion of RateSetter, the Provision Fund does not have sufficient funds to cover current or expected borrower defaults (a "**Negative Position**"), and RateSetter reasonably believes the Negative Position is not capable of being rectified through the ordinary course of business, RateSetter may put the Exchange into a "**Stabilisation Period**". If the Exchange enters a Stabilisation Period, RateSetter will continue to treat all RateSetter Customers fairly and act in their best interests, seeking to minimise the loss to lenders at all times and to exit the Stabilisation Period as soon as possible.
- 9.2. During a Stabilisation Period, the Lender Rate and/or capital repayments lenders are entitled to may be reduced in accordance with terms 9.4 and 9.5 below (an "**Interest Reduction**" or a "**Capital Reduction**" respectively). The amount of any reduction will apply equally to all RateSetter Customers entitled to protection from the Provision Fund (the "**Eligible Lenders**") and will be paid in full into the Provision Fund.
- 9.3. The amount of any Interest Reduction or Capital Reduction will be reflected in your RateSetter Account when the deduction is made but will only be paid into the Provision Fund when the relevant payment is made by the borrower. For example, if your funds are invested in the 1 year market, any reduction made would be reflected in your RateSetter Account immediately but would only be available to be paid into the Provision Fund at the end of the loan term when the borrower repays in full.
- 9.4. An Interest Reduction will be applied if RateSetter reasonably believes the Provision Fund Coverage Ratio is or will imminently be below 100%. An Interest Reduction will result in a reduction to the Lender Rate you are entitled to receive during the relevant period. For example, if you have invested £1,000 at a Lender Rate of 5%, during normal operation approximately 14p of interest would accrue daily ($(£1,000 \times 0.05) / 365$). If there is an Interest Reduction of 50% for 10 days, the Lender Rate for those 10 days would reduce to 2.5% and interest would accrue at 7p per day. When the borrower pays that interest (which could be during or after the Stabilisation Period), 70p will automatically be deducted from the payment due to you ($10 \times 7p$) and paid into the Provision Fund.
- 9.5. A Capital Reduction will be applied if RateSetter reasonably believes the Capital Coverage Ratio is or will imminently be below 100%. If there is a Capital Reduction, you agree to assign your right to the amount of the Capital Reduction to the Provision Fund. For example, if you have £1,000 matched on the Exchange and there is a Capital Reduction of 1%, you agree to assign the right to £10 of capital to the Provision Fund. You will then no longer have any right to that amount of capital or any interest accruing on that capital. When the borrower next makes a payment of capital (whether or not that is during the Stabilisation Period), £10 of the payment will be automatically deducted and paid into the Provision Fund.
- 9.6. We will notify you, along with all other Eligible Lenders if the Exchange enters into or ceases to be in a Stabilisation Period and/or if an Interest Reduction or Capital Reduction is applied, increased or reduced. All notifications will be made by email to the address on your RateSetter Account and will be posted publicly on our website. Any Interest Reduction and/or Capital Reduction will apply equally to all loans outstanding and matched to the Eligible Lenders at the date of the notification.

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