



HM TREASURY



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Help to Buy: ISA

Scheme Member Guidelines

Version 5.2

Document version history

Revision Date	Version No	Summary of changes
6 October 2015	0.1	First draft
12 October 2015	0.2	Updates following the industry session held 09 October 2015. Further amendments to Section 10 and the inclusion of Section 9
16 October 2015	1.0	Updates following the industry session held 15 October 2015. Additions to sections 4.17, 6.1, 7.7 and 10.4 Updated embedded Branding guidelines in Section 5.2
26 October 2015	2.0	Updates from the industry feedback. Additions to sections 4.17, 6.4.2, 6.5, 7.7, 10. Section 6.7 and Appendix H created.
30 October 2015	3.0	Amends following final review. Reference to Scheme Rules and other sections on this document updated. New paragraphs added to sections 6.5 and 7.13
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23 July 2018	4.1	Amendment to Customer Declaration.
17 September 2018	4.2	Removal of reference to Red-Stone (Page 6 section 2.2).
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1 April 2019	5	Full review in light of Scheme Provider change. Scheme Member changed to Scheme Provider.
18 December 2019	5.1	Amendment to First Time Buyer Declaration – addition point 3, account opening.
22 January 2024	5.2	Amendment to website in section 10 and Appendix H. Website is now https://www.ownyourhome.gov.uk/scheme/help-to-buy-isa/

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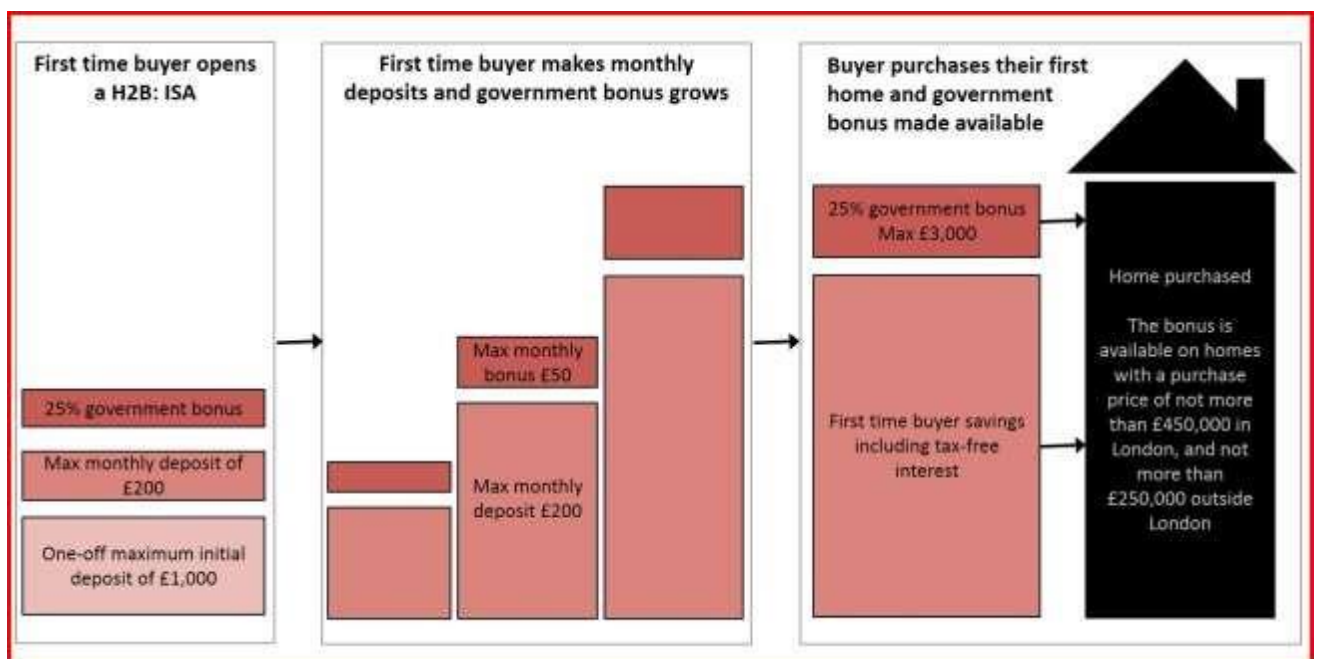
1 Introduction

The Government's Help to Buy: ISA (HtB: ISA) Scheme is designed to encourage more people to save and experience the benefits of owning their own home, in the same way their parents and grandparents were able to. Since the financial crisis, the need for larger deposit requirements mean many credit-worthy households cannot get onto the housing ladder. The HtB: ISA ('the Scheme') is designed to reward first time buyers saving for a deposit for their first home. The Scheme will be available through Banks and Building Societies.

First Time Buyers who choose to save through the HtB: ISA will receive a government bonus to help them with their house purchase. The bonus will represent 25% of the amount saved, so for the maximum monthly saving of £200, the government will contribute £50, with a maximum contribution of £3,000 on £12,000 of savings. The bonus will be calculated and paid via the Conveyancer who will claim the Bonus on behalf of the customer.

HM Treasury has appointed a Scheme Provider who administrates the Scheme. Responsibility for all policy will continue to remain with HM Treasury.

1.1 How the Help to Buy: ISA works



1.2 How the Help to Buy: ISA fits in with the wider suite of Help to Buy Products

The HtB: ISA can be used in conjunction with the Help to Buy: mortgage guarantee Scheme and the Help to Buy: equity loan scheme, provided that the customer meets the eligibility criteria for any scheme they wish to participate in.

2 Status and Purpose of these Guidelines

These guidelines are designed to supplement the Scheme Rules and provide general guidance for Scheme Members on how to administer Help to Buy: ISAs where this is not defined in the Scheme Rules.

Guidance prefixed or described with 'must' provides prescribed processes that require compliance.

Guidance prefixed or described as 'may' provide a suggested way of delivering a requirement of the Scheme Rules or Scheme Member Guidelines but gives Scheme Members flexibility to deliver this in other ways if they choose.

The Scheme Member Guidelines will make reference to other documents that can be found in the Appendices or in the table in section 2.2. This is not a policy document, but is designed to assist Scheme Members with the operation of the Scheme and provide greater detail on certain administrative aspects. If there is a conflict between the Scheme Rules and the Scheme Member Guidelines, the Scheme Rules will always take precedence over these. It is envisaged that the document will evolve during the lifetime of the Scheme with updates being provided as and when required, following consultation with all relevant stakeholders

2.1 Contact details for the Scheme Provider

Email contact information is as follows:

	Email address
Queries	h2b.isa@atos.net
Monthly Data Submissions	isainterfacenotifications@atos.net

2.2 Related Documents

Document Name	Guidelines
Help to Buy Branding Guidelines	A copy of the Brand Guidelines will be sent to you when onboarding on to the Scheme, along with a high resolution JPEG of the Help to Buy logo to use within your literature. If you require the logo in other file formats, you may request these via the email referred to in section 2.1 of this document.

2.3 Process to Amend Guidelines

From time to time there may be a need to make changes/updates to the Scheme Member Guidelines, for example to reflect industry and regulatory changes or where further clarity is required following Industry enquiries. This amendment activity will be undertaken by the Scheme Provider. Once the document has been agreed by HMT it will then be sent to Industry for information. Scheme Members requesting a review of the Scheme Member Guidelines may request this via the email referred to in section 2.1 of this document.

3 Scheme Dates and Timetable

The Scheme will open on 1st December 2015 when eligible Scheme Members can make their HtB: ISA product(s) available to customers. New ISA accounts can be opened for a period of four years from this date. The high level key milestones are as follows:

31st October 2015

HM Government to announce the HtB: ISA Scheme Rules and Date on which Scheme Members can sign up to the Scheme.

1st December 2015

The Scheme Commencement Date when eligible Scheme Members can make their product offering available to First Time Buyers.

15th January 2016

The date by which the first Scheme Member data must have been received by the Scheme Provider.

1st February 2016

The first available date on which a Conveyancer can request a Bonus payment on behalf of a customer if a HtB: ISA account was opened on or after 1st December 2015 and the maximum qualifying subscriptions have been made to the account.

1st July 2016

Firms entering into the Scheme upon signing the Deed of Adherence agree to abide by the Scheme Rules by this transitional date. Any identified deficiencies, their appropriate remedial action and timescales agreed upon entering the Scheme will need to be rectified during this transitional period and no later than 1st July 2016.

30th November 2019

The last date on which a HtB: ISA Account can be opened by a customer.

1st December 2030

Last date that a customer can save into a HtB: ISA Account.

1st December 2030

The final date by which a customer can make a request for a Bonus related to the HtB: ISA savings Account.

4 Requirements and Process for Entering the Scheme.

This Section sets out the Scheme Member eligibility requirements and the application process for entering the Scheme.

4.1 The Scheme Member On-boarding process

4.1.1 Initial Expression of Interest

Scheme Members can contact The Scheme Provider via the website (www.helptobuyisaadmin.org.uk/manager) to express an interest in joining the Scheme from 1st December 2015. The Scheme Provider's Relationship Consultant will be the point of contact. This information will be confirmed to the Scheme Member via email from the Relationship Consultant, and followed with a phone call or email.

4.1.2 Initial registration requirements

The Scheme Member will be asked to provide information via the website or through the HtB: ISA inbox (h2b.isa@atos.net) in order to initiate the expression of interest. This will include their 6 digit FCA reference number, and their HMRC Z number. Details of any brands that they wish register for the scheme and contact information for a primary nominated representative will also be requested. Details of further business area contacts will be obtained by the Relationship Consultant during the on-boarding process. This can be found in Appendix B.

4.1.3 Scheme Member Eligibility

Upon receipt of the Expression of Interest, The Scheme Provider will check that the Scheme Member is authorised by HM Revenue and Customs (HMRC) to manage ISAs under the ISA Regulations 1998 (SI 1998 No.1870), as amended; and also check with the Financial Conduct Authority that the Scheme Member is authorised to carry out cash ISA business.

4.1.4 Completion of On-boarding documentation.

On registration and validation as a bona fide Scheme Member, the Scheme Member will be issued with the relevant Scheme reference materials. The documentation and the associated requirements are outlined in Appendix A.

These will need to be reviewed by the Scheme Member, and where appropriate, completed, or requirements fulfilled by the submission of documents. These activities can be completed concurrently with the Data testing activities outlined in section 4.1.5.

4.1.5 Data Testing

A critical activity will be Scheme Member interface testing. Scheme Members who wish to join the Scheme will need to successfully complete data transfer testing prior to launching their product. More information on this is provided in Scheme Member Interface Specification document and Scheme Member Interface On-boarding Template, which will be issued to the Scheme Members from the Relationship Consultant. The Relationship Consultant can address any questions or issues you have with this.

Data requirements from the interface tests are as described in the Data Dictionary which will also be available from the Relationship Consultant.

4.1.6 Data transfer mechanism

Scheme Members in the scheme will transfer ISA account data (MI) to a secure FTP site as described in Section 7 of this guide. This is completely separate from the website used to register interest in the Scheme.

The Scheme Provider will arrange with each interested Scheme Member for data transfer tests. Data transfer testing must be successfully completed prior to the Scheme Members launching any product.

4.1.7 Product Approval

Scheme Members must ensure that their Eligible Help to Buy: ISA product is available to both new and existing customers.

As part of the Scheme requirements to approve ISA Products as an Eligible ISA Product, the following documentation will be required by the Scheme Provider

- i. a copy of the Key Facts Document (or equivalent);
- ii. product literature (including brochure and website content where an explanation of the product is online);
- iii. the relevant Terms and Conditions; and
- iv. the Customer Application form / Declaration, (which can be found in Schedule 4 of the Scheme Rules).
- v. Promotional and advertising literature as per Section 5.1

Where an Eligible ISA product is offered across different distribution channels, only one copy of the document is required unless there are material variations.

As part of the product approval, the Scheme Provider will also check that the product and marketing documentation adhere to the branding guidelines as outlined in section 5.

4.1.8 Scheme Member Readiness

In accordance with section 4.1(B)(ii) of the Scheme Rules, the Scheme Member must demonstrate, to the satisfaction of the Scheme Provider that it has adequate systems and controls in place to ensure that any Help to Buy: ISA offered by them will be operated in accordance with the Scheme Rules.

In order to fulfil this criteria, the Scheme Member must complete the Scheme Member Readiness Report and obtain signed approval of the same by the Scheme Member Risk, Audit, Compliance or Governance function. This individual will hold a position of seniority within the business and hold the relevant authority and appropriate signatory mandate. This must then be returned to the Scheme Provider.

4.1.9 Process for signing the Deed of Adherence

Once the Scheme Member is in position to join the Scheme and sign the Deed of Adherence, The Scheme Provider will draw up the legal documents and send them across to the Scheme Member to execute (as a deed). The Scheme Member will then return them to The Scheme Provider, who will pass the documents onto HM Treasury to sign. As soon as HM Treasury has signed the documents, The Scheme Provider will be notified and the documents will be sent to The Scheme Provider. A copy of the documents will be retained by The Scheme Provider and another copy will be sent to the Scheme Member.

4.1.10 Information required from the Scheme Member to sign the Deed of Adherence

In order to prepare the Deed of Adherence, each Scheme Member must provide the Scheme Provider with the following information

- i. the name and registered office of the Scheme Member;
- ii. which Savings Group Members are participating;
- iii. what attestation clause should be used for the Scheme Member (it needs to be the attestation clause they use for executing Deeds).

4.1.11 Level of authority required to sign the Deed of Adherence

For each Scheme Member, the Deed of Adherence must be executed under a designated power of authority the Scheme Member deems appropriate.

4.1.12 Confirmation of Scheme Entry

The Scheme Provider will verify and validate that the Scheme Member/Savings Group Member has met all the scheme requirements before submitting their recommendation for entry into the scheme to HM Treasury for final approval, as per Scheme Rule reference 3.2(C).

Throughout this process, the Relationship Consultant will liaise with the Scheme Member to support their application and will notify the Scheme Member of any impediments to the Scheme Member joining the Scheme, for example, missing documentation.

Once HM Treasury have agreed that activities have been completed, The Scheme Provider will confirm to the Scheme Member that they are now an Eligible Scheme Member, as defined in Section 4.1 of the scheme rules. Written confirmation will be issued by The Scheme Provider to the Scheme Member to confirm any agreed actions and timescales which may be required to address any remedial points raised. Upon receipt of this confirmation, the Eligible Scheme Member is permitted to launch their HtB: ISA product to the market.

5 Product Marketing and Communications

5.1 Scheme Provider approval of HtB: ISA Product

Upon entry into the scheme, Scheme Members will be required to submit product and marketing literature for approval in line with the Scheme Rules and branding guidelines. These documents must comprise of material that is representative of their advertising campaign. Where the Scheme Member utilises advertising techniques that may be considered more contentious, or something that differs from the representation outlined above, these must be submitted to the Scheme Provider for consideration.

Throughout the life of the scheme, if the Scheme Member should launch a new product or make any material amendments to the Help to Buy ISA elements of their existing product as per Section 4.5 of the Scheme Rules, the Scheme Provider must receive the product information for further approval.

Any further guidance on what would require approval can be sought from the Relationship Consultant as required.

5.2 Branding Guidelines

Where a Help to Buy scheme is being publicised by a company on any form of digital or print media, the logo and any reference to the Scheme must be used in conjunction with the approved branding guidelines.

A minimum standard should be applied with regards to the logo being used where there is a substantive reference to the HtB: ISA product. For example, the logo must be used on the website's Help to Buy: ISA product homepage and as a prominent feature on the appropriate HtB: ISA page of the product brochure.

A copy of the Brand Guidelines will be sent to you when onboarding on to the Scheme, along with a high resolution JPEG of the Help to Buy logo to use within your literature. If you require the logo in other file formats, you may request these via the email referred to in section 2.1 of this document.

Where Scheme Members wish to prefix the product name with their Brand name, it is acceptable for them to use **[Brand Name] Help to Buy: ISA**

Should you have any further questions regarding these guidelines, or use of Help to Buy branding, please raise a service request by emailing h2b.isa@atos.net.

6 Managing a HtB: ISA Product

6.1 Account Opening

Guidance on ISA Application Forms and T&Cs can be found in Chapter 4 of the HMRC Guidance Notes for Scheme Members. Chapter 5 of the HMRC Guidance Notes for Scheme Members provides details on the signing and opening of ISAs.

UK, as referenced in the customer eligibility criteria, is as defined in Chapter 3 of the HMRC Guidance Notes for Scheme Members.

6.1.1 Application and Verification of Eligibility

Applications from customers wishing to open a HtB: ISA can be made through any channel which the Scheme Member deems acceptable.

The requirements for initial communications with customers are laid out in the Scheme Rules Clause 5 and Schedule 1.

Eligible Scheme Members can open a HtB: ISA account for a customer once the customer's eligibility for the Scheme has been confirmed.

These eligibility checks require obtaining from the customer an Eligible Customer Declaration, in accordance with Clause 5.2 of the Scheme Rules.

The Scheme Member may devise the manner in which the Eligible Customer Declaration is made. Each Declaration shall be capable of being copied, reproduced, and shared in electronic format. Such documentation may be requested by the Scheme Provider, and written documentation must therefore be retained by the Scheme Member for a period of at least 6 years from the date that the Eligible Customer Declaration is made, or until the relationship with that customer ceases.

The Scheme Member may use a combined ISA and HtB: ISA declaration or separate declarations as required.

Scheme Members using the declaration in conjunction with their own ISA application form may choose to combine the authorisation section so that only one signature is required.

Appendix C contains an example for written applications.

An example Non-Written application and declaration is provided in Appendix D for instances where the customer makes their application online or by telephone. In these cases, where a signed hard copy of a declaration is not available, Scheme Members will, instead, be asked to provide, on request, evidence that the activity of agreeing the eligibility criteria took place.

This declaration also confirms that none of restrictions outlined in Section 5.3 of the Scheme Rules will prohibit the customer from entering into the Scheme.

If the Scheme Member has any questions regarding the eligibility of a customer, they can seek further guidance from the Relationship Management Consultant by emailing h2b.isa@atos.net.

For details around Initial Subscription date reporting, please see section 7.7.
HtB: ISA

6.1.2 Cancellation Period

As per the HMRC Guidance notes for Scheme Members, customers taking an ISA product are entitled to a cancellation period. If a customer decides within this period that they no longer wish to hold a HtB: ISA, they can notify their Scheme Member of the same.

If the cancellation occurs prior to the Scheme Member extracting the data for submission to the Scheme Provider, the account must be excluded.

If the customer advises that they wish to cancel the product after the data has been submitted, the Scheme Provider would expect to see a record in the first month only. No further records are required.

The Scheme Provider may contact the Scheme Member for further clarification.

6.2 Subscriptions

For the purpose of this guide, the term subscription is as defined in the HMRC Guidance Notes for Scheme Members. A transfer of funds from a previous year (PY) non Help to Buy: ISA can contribute to the HtB: ISA allowance and not be reported as a current year (CY) subscription to HMRC.

6.2.1 Initial and Monthly subscriptions

The maximum initial subscription that a customer can place into their HtB: ISA is £1200. This covers the initial subscription of £1000 and the monthly maximum of £200. There is currently no minimum contribution.

As outlined in Section 6.1.1, Scheme Members can open an account without the customer depositing any funds. The Scheme Member may require an operating balance to be applied to their accounts, which would be applicable to the first contribution received. A minimum operating balance of £1, for example, would result in a minimum initial contribution of £1.

Following the account opening, the customer can then choose to subscribe between £0 and £200 into their ISA each month.

If a customer chooses to open their account with less than the maximum £1200 in the first month, they are not able to make up these funds in any subsequent month by contributing more than the maximum £200

Scheme Members offering a HtB: ISA product will be required to implement a process to ensure that the maximum subscription amounts are not breached. This process can be either proactive (an automated process that prevent larger subscriptions being made), or reactive (identifying any exceptions and arranging for the removal or return of any ineligible funds). Providers should make best endeavours to

complete any reactive activity prior to sending the monthly report to the Scheme Provider. (Please refer to Section 7.8 below)

6.2.2 Late Receipt of Funds

In some cases, customers exceeding their monthly limits may be as a result of late receipt of funds, especially in cases where the payment date nears month end/bank holidays. Where this scenario applies, the Scheme Member must have provision in place to permit the receipt of valid funds.

Any Scheme Members, who will automatically reject a monthly payment that exceeds the £200 limit, may have a process that allows the customer to provide evidence of the date of instruction (where one payment should have been received in a different calendar month) and allow any valid funds based on the date of instruction to be deposited.

Where an exception and investigation process is operated the date of instruction may be applied to allow any valid funds based on date of instruction to be deposited.

6.2.3 Flexibility

Flexibility is not permitted with the HtB: ISA. This means that any withdrawals taken from an account can only be repaid in accordance with the maximum monthly subscription. I.e. a customer who wishes to save £5000 could do so in 20 months based on the maximum initial and subsequent month subscription. If that customer was to remove £2000 from their account, it would take a further 10 months to attain the total of £5000.

6.2.3.1 Additional Permitted Subscription (APS)

HtB: ISA will allow customers to deposit funds from PY ISAs up to the monthly allowance. The APS would be considered as a PY ISA.

6.2.4 Warnings

Scheme Members need to take reasonable steps to inform customers of the implications of withdrawing their money from a Help to Buy: ISA.

An example warning message is detailed below:

Are you withdrawing funds to purchase a property?
If YES, do not withdraw funds and proceed to follow the closure process.
If NO, you may do so but you must be aware that any amount withdrawn won't count towards your bonus claim and can only be repaid into the account in accordance with the maximum monthly limit of £200.00.

This wording can be amended to reflect the Scheme Members branding and communication guidelines and the relevant distribution channel as appropriate, whilst meeting the Scheme Member's overarching obligations to be fair, clear and to not mislead.

6.2.5 Breaches

Where customers breach the maximum contributions, the Scheme Member must have systems / controls in place which will allow them to remove / return the ineligible funds. As outlined in section 6.2.1, this process can be either proactive or

reactive. Any reactive activity should be completed prior to sending their monthly data to the Scheme Provider.

If the breach relates to a customer making multiple contributions in a month, these will be validated against the date of instruction. In cases where this reveals that the funds should have been received in a different month, Scheme Members will have the ability to accept the payment.

Each HtB: ISA holder is only entitled to hold one HtB: ISA. Should a customer hold more than one HtB: ISA, the earlier HtB: ISA will remain in the scheme and the other will need to be removed.

On receipt of notification from the Scheme Provider of the above, the Scheme Member will remove the HtB: ISA wrapper from the account, leaving the Cash ISA status intact, and report to the Scheme Provider that the account is no longer open, as per the void instruction set out in 6.3.1.

A new application may be required depending on the Scheme Member's Terms and Conditions.

Upon receipt of any HMRC notification of an ISA rule breach, the Scheme Member will perform the actions requested by HMRC, and in line with reporting requirements referenced in this guide.

6.3 Voids and Repairs

6.3.1 Voids

Where an ISA is voided (as described in chapter 12 of the HMRC guidance notes for Scheme Members), there are three criteria to consider for a Help to Buy: ISA:

- a) The void action will close the Help to Buy ISA (all funds will be removed)
 - b) The Help to Buy: ISA has already been closed
 - c) The Help to Buy: ISA will remain open (valid funds remain in the Help to Buy: ISA)
- i. Where the void action will close the Help to Buy: ISA and the Scheme Member would produce closing documents that could be used by the customer to claim a Bonus, the Scheme Member must notify the Scheme Provider within 5 (five) working days of a void coming to their attention.

The notification must be via TLS email to h2b.isa@atos.net and include the following information:

- a) Scheme Member brand
- b) Account number
- c) Customer Name
- d) Customer Date of Birth
- e) National Insurance Number
- f) Account Closure Date
- g) Account Closure reason - void

- ii. Where the Help to Buy: ISA has already been closed the Scheme Member must notify the Scheme Provider within 5 (five) working days of a void coming to their attention.

The notification must be via TLS email to and include the following information:

- a) Scheme Member brand
- b) Account number
- c) Customer Name
- d) Customer Date of Birth
- e) National Insurance Number
- f) Account Closure Date
- g) Account Closure reason - void

- iii. Where the Help to Buy: ISA will remain open the Scheme Member must report the corrected position to the Scheme Provider on the next data report.

Scheme Members may submit a weekly report to the Scheme Provider to notify them of any voids identified in the 5 business days immediately preceding the date of the report.

This is summarised below:

Criteria 1 Account Void	Criteria 2 Data sent	Criteria 3 Closing statement issued	Action
			No further action required
			No further action required
			Remove the account from Scheme Provider reporting in line with the requirements set out in the data dictionary
			Remove the account from the Scheme Provider reporting in line with the data dictionary and notify the Scheme Provider the of the closure reason (i.e. that the account is void).

6.3.2 Repairs

In situations where HMRC advised that an account is eligible for repair, the Scheme Member must adhere to existing ISA rules and procedures (as described in chapter 12 of the HMRC Guidance Notes for Scheme Members).

For reporting to the Scheme Provider, the Scheme Member must continue to report on the account as normal until a correction can be provided.

The corrected ISA position will be provided to the Scheme Provider on the next data submission.

Where a repair instruction is received in relation to a closed Help to Buy: ISA, the Scheme Member must notify the Scheme Provider by following process 6.3.1.ii

6.4 Transfers

Transfers can be made to or from a Help to Buy: ISA. Customers must be free to transfer their ISA however Scheme Members are not obliged to accept a transfer. A transfer process flow can be found in Appendix F.

6.4.1 Transfers In to a Help to Buy: ISA

There are two types of transfer into a Help to Buy: ISA

1. Transfer from a Non Help to Buy: ISA into a Help to Buy: ISA
2. Transfer from a Help to Buy: ISA into a Help to Buy: ISA

For transfers into a Help to Buy: ISA, the acquiring Scheme Member must determine the source of transfer (i.e. from a Help to Buy: ISA or from a Non Help to Buy: ISA) and process the transfer accordingly. To meet this requirement, the acquiring manager may use any of the following processes, or a combination of those processes:

Rely on the details provided by the customer in the Help to Buy: ISA transfer authority (see the example Transfer Authority Section of the Transfer form in Appendix E)

Contact the ceding Scheme Member before initiating the transfer to confirm whether the transfer is from a HtB: ISA (and if not, that the transfer value will not breach the opening or monthly allowance)

Process the transfer manually stating their acceptance criteria (i.e. whether the transfer is from a HtB: ISA and if not, that the transfer value will not breach the opening or monthly allowance)

Where the ceding manager is contacted by the acquiring manager to confirm details ahead of transfer the ceding manager must provide that information. The ceding Scheme Member may request the acquiring Scheme Member to confirm their identity using details from the ISA transfers database and must be provided with information that enables the correct account to be identified.

6.4.2 Transfers from a Non Help to Buy: ISA into a Help to Buy: ISA

The transfer value of any transfers from a Non Help to Buy ISA are subject to the opening and monthly allowance (see paragraph 6.2.1).

Where the source of transfer is identified as a Non Help to Buy: ISA, the acquiring manager must ensure that the transfer value will not breach the opening or monthly allowance.

The date of transfer (as defined in chapter 11 of the HMRC Guidance notes for ISA Managers) will be treated as the payment date for all payments into a Help to Buy: ISA resulting from a transfer from a Non Help to Buy: ISA.

This may be processed in various ways as per 6.2.1.

Where the transfer value of a current year ISA would breach the opening or monthly allowance the customer may withdraw funds from the ISA prior to transfer to within those limits.

The ISA transfer process will be completed per chapter 11 of the HMRC Guidance notes for ISA Managers.

6.4.3 Transfers from a Help to Buy: ISA into a Help to Buy: ISA

Where the source of transfer is identified as a Help to Buy: ISA, the ISA transfer process will be completed per chapter 11 of the HMRC Guidance notes for ISA Managers.

6.4.4 Transfers Out of a Help to Buy: ISA

For all transfers out of a Help to Buy: ISA, the ISA transfer process will be completed per chapter 11 of the HMRC Guidance notes for ISA Managers.

When transferring to a Non Help to Buy: ISA, Scheme Members must provide closing documents (or inform customers that one can be obtained if a bonus will be claimed).

Where Scheme Members are unable to identify or differentiate transfers to Non Help to Buy: ISAs from transfers to Help to Buy: ISAs, they must provide closing documents (or inform customers that one can be obtained if a bonus will be claimed).

An example transfer document is included in Appendix E. Please note that this document covers only the transfer request, and does not include the required application / declaration form for the new ISA. Scheme Members can amend this document /combine with the application provided that the minimum Scheme requirements are met.

In situations where the Scheme Member acquiring a customer as a result of a transfer requires additional information, the ceding Scheme Member must respond to this request by close of business on the next working day.

6.5 Account Reinstatement

In accordance with Scheme Rule reference 6.8, the Scheme Member shall be required, upon request to open an account for a customer whose purchase has fallen through.

The customer will be expected to provide, to the Scheme Member, a Purchase Failure Notice.

This notice will be made available by the Scheme Provider through the Conveyancer element of the Help to Buy website. The conveyancer will complete the form and provide it to the customer. At the same time, the conveyancer will return to the Scheme Provider any paid bonus, and return all customer funds directly to the customer. These activities must be completed within 10 (ten) business days.

Following receipt of the documents from the conveyancer, the customer has 12 months from the date that the original Help to Buy: ISA account was closed in which to either purchase a property using the bonus accrued, or reinstate the ISA savings

(or part thereof) into a HtB: ISA. The conveyancer will need to inform the customer of this deadline and of the closing balance of the HtB: ISA through the Purchase Failure Notice.

A copy of the Purchase Failure Notice is available in the Conveyancer Guidelines.

In order to reinstate their HtB: ISA, the customer will be expected to provide the Purchase Failure Notice to the same Scheme Member who held their original account. Where possible, if a customer returns to their existing Scheme Member, that Scheme Member should re-open the customer's existing Help to Buy: ISA account, and reinstate the funds.

If the Scheme Member cannot re-open the HtB: ISA, they will open a new HtB: ISA for that customer and allow the funds from the previously held HtB: ISA to be paid into the new account. Where required, the Scheme Member can insist that the customer complete a new application form for the purpose of reinstating the funds into the HtB: ISA

Where the Scheme Member opens a new HtB: ISA for the customer, the reinstated funds would be treated as PY subscriptions and would not be reported to HMRC as a CY subscription. Where the original HtB: ISA is re-opened, the original subscriptions would be reported to HMRC in the usual manner.

Scheme Members should consider the need to retain the Purchase Failure Notice for their records and audit purposes.

The first payment into the re-opened HtB: ISA must contain the amount to be reinstated. The customer can choose how much of the original closing balance they wish to reinvest, however, if they choose not to reinstate the full balance in their first transaction, they can only continue to contribute to the account in line with the monthly maximum.

Where the reinstatement is within the month of closure the customer must ensure they do not exceed the monthly maximum.

A customer can, if they wish, switch Scheme Members, however, they must contact their existing Scheme Member in order to repatriate the funds. Once the funds are in the original account (or new account) with that Scheme Member, the customer can apply to move to another Scheme Member.

Once the account is re-opened or a new account has been opened the Scheme Member must report on that account to the Scheme Provider as detailed within the Scheme documentation.

The customer can now apply payments to their account in the same way as before and build up their bonus, if they have not already reached the maximum limit.

Where the original Scheme Member no longer operates Help to Buy: ISAs and has withdrawn from the scheme, the customer may, if they wish, repatriate their funds into a Help to Buy: ISA with another Scheme Member. The customer will be expected

to provide their Purchase Failure Notice and closing documents along with a new Help to Buy: ISA application to their new Scheme Member.

Section 7.7 provides information for reporting the initial subscription date of accounts that have been reinstated.

6.6 Portfolio ISAs

Scheme Members can choose to offer portfolio ISAs, where the HtB: ISA forms one element.

When transferring and closing the HtB: ISA, only the HtB element would be eligible for the bonus (not the entire ISA)

6.7 Account closure

Appendix H contains example wording and information on how to calculate the bonus. This can be used to cover the requirement referenced in point G on Schedule 3 of the Scheme Rules.

7 Provision Of Data to the Scheme Provider

This Section documents the IT and data exchange protocols for Scheme Member data transfers to and from the Scheme. This covers technical specifications and implementation processes.

7.1 Data requirements

Scheme Members are required to send accurate and complete data relating to open and/or closed HtB: ISA Accounts to the Scheme Provider on a monthly basis. This document should be read in conjunction with the Scheme Member Interface On-boarding Template and the Scheme Member Interface Specification document. This specifies how the data must be sent and what format is to be used.

The structure and specific format of the data requirements can be found in the HtB: ISA Scheme Data Dictionary.

All documents referred to in these guidelines can be supplied by the Scheme Provider's Relationship Management Team by request using the email address

7.2 Data dictionary

The data dictionary provides the structure of the data to be sent to the Scheme Provider. This should be read in conjunction with the Scheme Member Interface On-boarding Template and the Scheme Member Interface Specification document.

7.3 Data transfer mechanism

The Scheme Provider will liaise with Scheme Members regarding data transfer testing. Data transfer testing must be successfully completed prior to the Scheme Member being able to open accounts for inclusion into the Scheme.

The data transfer and testing are covered in more detail in sections 7.4 to 7.6 of these guidelines.

Following commencement of the Scheme in December 2015, eligible Scheme Members will transfer account data (MI) to a secure FTP site as described in the Scheme Documents.

7.4 Interface specifications

The Scheme Member Interface Specification document and Scheme Member Interface On-boarding Template describe in detail the process for the receipt of identified data from Scheme Members to the Scheme Provider.

7.5 On-boarding Testing services

Connections will be established via a Secure File Transfer Protocol (SFTP) session. Each Scheme Member will be provided with a unique SFTP 'Verify' (test) user ID and password in order to allow the Scheme Member to send files to verify their infrastructure, program or data changes. This is detailed within both the Scheme

Member Interface On-boarding Template and the Scheme Member Interface Specification Document.

Scheme Members will be required to complete successful tests of initial network connectivity and the ISA Data interface file validation as part of the approval and interface on-boarding process. Where an Scheme Member is already using the network connectivity with the Scheme Provider, e.g. Mortgage Guarantee Scheme, they may not need to retest this part of the process.

The full on-boarding process is detailed within the Scheme Member Interface On-boarding Template and the Scheme Member Interface Specification Document.

7.6 On-boarding Verification process

Once the on-boarding document has been received and verified by the Scheme Provider, the Scheme Member will proceed to testing as per the Scheme Member Interface Specification Document.

7.7 Regular submission of data

The Scheme Member must send accurate and complete data pertaining to accounts that they have managed in a given month by the 10th working day of the following month. For example, an Scheme Member that joins the Scheme on 1st December 2015 would be required to provide a data file to the Scheme Provider by 15th January 2016 (10th working day).

Where no ISA accounts have been opened in the month but the Scheme Member has entered the Scheme, they must send a nil return.

When a new account is reported, the Initial Subscription date is defined by the first date when any monies are paid in to that account. Scheme Members can, if they wish, choose to create an account on their systems where no funds have been received. Such accounts must only be reported to the Scheme Provider following the customer's first contribution into that HtB: ISA

When the monies have been deposited, the account must be submitted to the Scheme Provider as part of their next data submission. In the first file, the Initial Subscription Date is mandatory.

The first time a transferred ISA Account is reported to the Scheme Provider the Initial Subscription Date is again mandatory. This must be populated based on the date that funds are received from the original ISA Provider (unless otherwise agreed by the Scheme Provider).

Once an ISA Account has been reported to the Scheme Provider, the Initial Subscription Date becomes non-mandatory.

In the event of an account reinstatement, the Initial Subscription date would be the date of receipt of the reinvested funds.

In cases where closed or transferred accounts are included in the monthly return to the Scheme Provider, these must only be reported once, in the month following their closure.

The Scheme does not formally require visibility of the "pipeline" of eligible ISA accounts from an Scheme Member (e.g. where accounts have been opened but no initial subscription has been made). The Relationship Consultant will regularly update and engage with the Scheme Member to provide support and to understand the "pipeline".

7.8 Corrections to information submitted

Amendments to the monthly data file will require the complete file for that month to be re-submitted. For example, where the Scheme Member identifies in September 2016 that an account in the January 2016 file was incorrect, the Scheme Member will have to re-submit the complete January 2016 file, with the relevant corrections.

Where the Scheme Provider becomes aware of an error in a data submission either through data analysis or an audit, the Scheme Provider will contact the Scheme Member to determine a mutually agreeable solution.

7.9 Accounts that are reinstated following the failure of a property purchase

Where an ISA account has been reinstated following failure of a property purchase, (see section 6 of these guidelines), the Scheme Member will be expected to report the account from the point it is reinstated. There is no requirement for the Scheme Member to report on the period after which the account was previously closed until the account was reinstated.

7.10 Accounts that are voided

Where an Scheme Member has voided an account for whatever reason, as detailed in section 6 of these guidelines, the Scheme Member will need to report the account as closed and inform the Scheme Provider that this is a void account and the customer is no longer eligible for a bonus.

If the account has been voided prior to any reporting to the Scheme Provider, no reporting of the closure is required.

7.11 Accounts that are transferred

Where an account has been transferred to another Scheme Member, this must be reported to the Scheme Provider as a transfer out as outlined in the data dictionary. Where the Scheme Member is unable to do this, the status must be reported as closed.

7.12 Data Security

Data will be held in the Scheme Provider systems secured by logical access controls underpinned by an identity management system covering Scheme Provider staff and contractors. Access will be granted only on a strictly need to know basis. Data transfer operations will be performed under industry standard encryption practices for the security of data in transit. Data received from Scheme Members will be validated on receipt and any data interpretation or corruption issues will be reported to the Scheme Members promptly.

7.13 Data Protection

All data will be held and processed under the fair processing notice of the Data Protection Act as referred to in the Scheme Rules section 10.4.

Scheme Members must notify their customers of the Fair Processing information. There is no prescribed format or wording, however, Scheme Members must ensure that they cover all points outlined in section 10.4 of the Scheme Rules. When they report an account to the Scheme Provider it will be expected that the explicit consent has been obtained and that evidence of this consent can be made available to the Scheme Provider on request.

7.14 Scheme Member IT failures

In the event of unforeseeable IT failures, Scheme Members must notify the Scheme Provider of any issues that arise as soon as possible which may have implications for the Scheme Member complying with the data deadlines set out in Clause 8.2 of the Scheme Rules. The Scheme Provider may set the Scheme Member an appropriate deadline to submit account data, beyond that set out in Clause 8.2 of the Scheme Rules, based on a reasonable assessment of the nature and size of the IT failure.

7.15 Scheme Provider IT failures

An Scheme Member will be contacted by the Scheme Provider where there is an Scheme Provider IT failure that will impact them. Agreement will be reached with the Scheme Member as to the process to follow - based upon the type of failure and its expected duration. Reference must also be made to Section 7.16 regarding the IT Disaster Recovery administration principles.

7.16 IT disaster recovery

In the event of a disaster recovery to the production service, there will be an automated redirection of services to a fall-over service. This redirection ensures that if Scheme Members sign on to the production service they are automatically redirected. There may be a delay while this redirection is taking place and Scheme Members will be informed if this is likely to impact them.

If there is a significant outage (more than 48 hours) and monthly submission of data is due, the Scheme Provider will inform Scheme Members and potentially arrange to use the pre-test Secondary route detailed in the Scheme Member Interface Specification document.

8 Exceptions

This Section details the exception handling requirements, management thereof and roles and responsibilities.

8.1 Exception Handling and Issue Management; Scheme Member Obligations.

8.1.1 Definition

There may be exceptions to the straightforward process at various junctures throughout the Customer journey. The highest risk surrounds the Customer bonus transaction and a potential mismatch between data submitted by the Conveyancer (at point of bonus request) to the period data submitted to the Scheme Provider by the Scheme Member each month.

Where there is deviance from the core processes requiring manual intervention, Scheme Members will work collaboratively with the Scheme Provider to facilitate the resolution of issues and exceptions.

8.1.2 Contact strategy.

Scheme Members will provide the Scheme Provider with escalation operational contact details during the on-boarding process as laid out in 4.1.2 of these guidelines. This will be the primary contact for the Scheme Provider when requesting information to expedite the resolution of any issues. It is anticipated that this will be a group inbox.

8.1.3 Scheme Member Obligations

A critical activity will be the bonus payment from the Scheme Provider to the Customer. In general terms, the Scheme Member shall:

- Maintain the inbox, advising the Scheme Provider immediately of any change to the inbox address.
- Ensure regular monitoring of the inbox.

In the event of any issues arising from exceptions whereby the Scheme Provider is required to engage with the Scheme Member, the Scheme Member shall:

- Action all requests in a timely manner appropriate to the urgency and critical nature of the transaction.
- Provide accurate responses in relation to the request and supply any relevant evidence if requested, subject to the Scheme Member's legal and regulatory requirements.
- Confirm the source of any error if requested by the Scheme Provider to support the effective administration process.

8.2 Urgent Bonus Requests

Where any bonus request needs to be progressed urgently and the closing documents are not available, the Scheme Member must advise the customer that they can use an up-to-date account statement. This must detail their current balance, name, account number and product name.

The statement may take the form of an online banking printout, or could be obtained from the branch. In the case of the latter, the Scheme Member will not impose unreasonable restrictions in allowing the customer to obtain such a statement (e.g. the customer would not have to go to the branch of opening or head office).

The customer can then provide the statement to the Conveyancer in order to request their bonus payment.

8.2.1 Scheme Member obligations for urgent bonus request

There may be situations where the Scheme Provider receives a bonus request which cannot be automatically processed. Reason for this may include, but are not limited to, missing or inaccurate data. In such events, the Scheme Provider will contact the Scheme Member to obtain further information. In order to ensure that the bonus transaction is not delayed, the Scheme Member must respond to these requests within a maximum of 24 hours. There may, however, be scenarios where shorter timeframes are required. In such instances, the Scheme Provider and the Scheme Member will identify and work towards mutually agreeable timescales.

9 Scheme Audit / Compliance

This section documents the scheme audit framework for the Help to Buy: ISA Scheme. This framework includes the initial on-boarding process, an internal audit carried out by the Scheme Member and risk-based independent review of the Scheme Member if required by the Scheme Provider or HMT.

9.1 Initial On-boarding

9.1.1 At an institutional level, each Eligible Scheme Member will undergo an on-boarding and approval process conducted by the Scheme Provider. The on-boarding and approval process will be used to verify that an Scheme Member proposing to offer Help to Buy: ISA products has designed the governance, systems and controls required for the purposes of offering and managing Help to Buy: ISA products. The Scheme Provider will prepare an ISA Manger Readiness Report confirming that the Scheme Provider is satisfied with the design of the control framework in place at the Provider to ensure compliance with the Scheme Rules.

9.1.2 At a product level:

9.1.2.1 The Scheme Provider and HMT will assess the eligibility of the initial Help to Buy: ISA product to be offered to the public by an Eligible Scheme Member, to determine whether the terms and conditions, branding and marketing materials and communications provided with that proposed Help to Buy: ISA comply with the Scheme Rules and the Help to Buy: Scheme Member Guidelines. The Scheme Provider will prepare a Product Approval Checklist for this initial product confirming the design of the product is in line with the Scheme Rules.

9.1.2.2 Any further Help to Buy: ISA products to be offered by an Eligible Scheme Member would only require separate and additional approval where Help to Buy: ISA elements of those products related to the Help to Buy: ISA Scheme are materially different from the initial Help to Buy: ISA product as described above.

9.1.3 The Scheme Provider's initial view on the risk profile of the Scheme Member, brand and product (including the application of HtB: ISA branding) will be informed by the Scheme Member's submission of the Scheme Member Readiness Report and the Product Approval Checklist. Where gaps or areas of improvement are identified in the Scheme Member's control framework, a remediation plan must be agreed with the Scheme Provider. Remediation will be monitored by the Scheme Provider / HMT and where there are ongoing concerns the Scheme Member may be subject to external review.

9.2 Initial Internal Audit

9.2.1 An Eligible Scheme Member's Internal Risk, Audit, Compliance or Governance function must conduct an assessment of the relevant Help to Buy: ISA

product (i.e. the initial approved Eligible Product) within 3 months of the expiry of the transitional period or 6 months from the product launch date for any product launched after the end of the transitional period.

9.2.2 It is for the Scheme Member's Internal Risk, Audit, Compliance or Governance function to determine the detailed internal audit procedures to be completed as long as the procedures meet or exceed the minimum requirement stated here.

9.2.3 The minimum requirement is that a controls-based internal audit is conducted which reviews and comments on the design, implementation and effectiveness of key controls in place to ensure compliance with the Scheme Rules.

9.2.4 The internal audit scope must include: customer on-boarding; ISA Transfers; ongoing account administration; account closures; completeness and accuracy of data submissions and any remediation areas noted by the Scheme Provider in completing the Provider Readiness Report or Product Approval Report.

9.2.5 The Scheme Member's Internal Risk, Audit, Compliance or Governance function will prepare a report and audit file in respect of the internal audit conducted. The report should be provided to the Scheme Provider within 1 month of the internal audit work being completed. The report should clearly highlight any concerns identified, recommendations made, Scheme Member responses to those recommendations and timescales for any remediation.

9.2.6 There must be internal audit coverage of all initial Help to Buy: ISA products. Where multiple products or multiple brands within one provider employ common processes and controls, those processes and controls only need to be subject to one internal audit review.

9.2.7 On an exception basis and on the request of the Scheme Provider, the supporting audit file will be made available to the Scheme Provider or any independent third party appointed by the Scheme Provider

9.2.8 The Scheme Member Internal Risk, Audit, Compliance or Governance function may consider the need to conduct additional internal audits of relevant Help to Buy: ISA products in the event of any material changes in the Scheme Rules, ISA providers systems or control environment.

9.2.9 The Scheme Member Internal Risk, Audit, Compliance or Governance function will conduct an additional internal audit of any further Help to Buy: ISA product which required separate and additional approval by HMT due to material difference from the initial product.

9.3 Annual Compliance Statement

9.3.1 Each Eligible Scheme Member must complete an Annual Compliance Statement on the anniversary of joining the scheme in the form outlined in Appendix G.

9.3.2 The statement should be reviewed and signed by an appropriate individual in the Scheme Member Risk, Audit, Compliance or Governance Function. An appropriate individual will hold a position of seniority within the business and hold the relevant authority and appropriate signatory mandate.

9.3.3 The Scheme Member will also confirm that, based on reasonable enquiry, likely risks to on-going compliance with the Scheme Rules have been considered and, where necessary, mitigated to ensure on-going compliance with the Scheme Rules. For example, a planned fundamental technology platform change could be a risk to compliance.

9.4 Risk-based Review by Independent Third Party

9.4.1 Under the Scheme Rules the Scheme Provider and HMT have a right, where the Scheme Provider and / or HMT has compliance concerns, at any time to conduct (or cause to have conducted) an independent review/investigation in respect of specific Eligible Scheme Members and particular Help to Buy: ISA products

9.4.2 The Scheme Provider and / or HMT will exercise that right on a risk basis considering:

- 1 The on-boarding process; and/or
- 2 The initial internal audit; and/or
- 3 The compliance statement; and/or
- 4 The quality of Management Information provided to the Scheme Provider on a monthly basis; and / or
- 5 Exceptions or compliance failure indicators based on analytics; and / or
- 6 Significant changes in customer volume or product portfolio; and / or
- 7 Complaints data; and/or
- 8 Information from other sources (including but not limited to HMRC, FCA and industry bodies).

9.4.3 As outlined in the Scheme Rules, the Scheme Provider may make a request for information from the Scheme Member before determining the need for an independent review / investigation.

9.4.4 The scope and timing of the independent review will be communicated to the Scheme Member at least 2 weeks ahead of any such review taking place.

10 Complaints

Each organisation will be responsible for any complaints in relation to the element of the service that they are delivering.

A customer wishing to make a complaint will be directed, via the website (<https://www.ownyourhome.gov.uk/scheme/help-to-buy-isa/>), to the appropriate channel to handle their concern.

10.1 Scheme Member Responsibilities

Should a customer wish to make a complaint about the Scheme Member, or the service that they have received, the Scheme Member's would deal with this in accordance with their established internal complaints handling procedures.

10.2 Scheme Provider Responsibility

The Scheme Provider will be responsible for handling any complaint relating to the administration of the bonus payment

10.3 Scheme Member Complaint Reporting

10.3.1 Scheme Members must provide a complaints report detailing all complaints relating to the Help to Buy: ISA to the Scheme Provider on a monthly basis. The report will contain the total number of complaints resolved within the period. These should be split between the categories that an Scheme Member uses for their own complaint reporting purposes as well as the complaint outcome (upheld / rejected). This report layout will be the same as the Scheme Member's current internal reporting format and must be sent via e mail to h2b.isa@atos.net within 20 working days of the month end.

10.3.2 Scheme Members will also be required to provide a monthly report detailing any complaints that have been referred to the Financial Ombudsman Service (FOS) and an outcome received. The report will contain the total number of complaints resolved within the period by the defined categories outlined in Section 10.4 and the complaint outcome (upheld / rejected). This report layout will be the same as the Scheme Member's current internal reporting format and must be sent via e mail to h2b.isa@atos.net within 20 working days of the month end.

10.4 Complaint Categories

- Eligibility
- Customer Information
- Account Limits exceeded
- Account Re-Opens
- Account Transfers
- Duplicate ISA
- Poor service
- Other

11 Scheme Governance

This Section sets out the ongoing monitoring and operational arrangements for the Scheme, which includes:

- (i) changes to the scheme rules;
- (ii) changes to the Scheme Member Guidelines;
- (iii) changes to the Conveyancer Guidelines; and
- (iv) exchange of information in relation to the Scheme.

11.1 The Industry Working Group

There will be an Industry Working Group, consisting of representatives of the Treasury, the Scheme Provider, UKFinance Tax Incentivised Savings Association (TISA), the Building Societies Association (BSA), and all participating Scheme Members. The Group will meet to discuss scheme mechanics, monitor implementation and resolve any emerging issues.

Any proposed changes to the Scheme Rules, Scheme Member Guidelines or Conveyancer Guidelines may be tabled to the Industry Working Group for discussion prior to amendment, with sufficient time for the third parties to consult with members. Members of the Industry Working Group may propose amendments to the Scheme Members to be tabled at a future meeting.

However, in exceptional circumstances where it is not possible to convene the Industry Working Group the Treasury should inform all members of the Group of a decision and table the matter for discussion at the next meeting of the Group.

Any changes to the Scheme Member Guidelines shall be published by the Scheme Provider.

Appendix A – Table of Documents

Document	Source	Activity
Welcome / Introduction pack	The Scheme Provider	Review
Scheme Rules	The Scheme Provider	Review prior to signing the Deed of Adherence
Data Dictionary	The Scheme Provider	Review prior to the completion of the on-boarding activities
Scheme Member Interface Specification	The Scheme Provider	Review prior to the completion of the on-boarding activities
Scheme Member Interface On-boarding Document	The Scheme Provider	Review, completion and submission prior to testing
Deed of Adherence	The Scheme Provider	Review, complete and sign.
Customer Declaration Guidance	The Scheme Provider – Scheme Rules Schedule 4	Review to support the Scheme Members own Customer Declaration
Product Checklist	The Scheme Provider	Review to support the design of an Eligible Product as defined in the Scheme Rules Section 4.2
Branding Guidelines	The Scheme Provider – Operational Guidelines Section 5	Review in support of the design of any customer facing marketing materials.
Readiness Report	The Scheme Provider	Review and Completion in support of application to become an Eligible Scheme Member.
ISA Product Terms and Conditions	Scheme Member	Review and sign off by The Scheme Provider and HM Treasury as part of the on-boarding activities
Product Literature	Scheme Member	Review and sign off by The Scheme Provider and HM Treasury as part of the on-boarding activities
Customer Declaration	Scheme Member	Review and sign off by The Scheme Provider and HM Treasury as part of the on-boarding activities
Key Facts Document or equivalent (KFD)	Scheme Member	Review and sign off by The Scheme Provider and HM Treasury as part of the on-boarding activities

Appendix B – Scheme Member Contact Form

Scheme Member and/or Brand Contact Details

This information is required for each Scheme Member for both the purposes of managing the project and for ongoing BAU relationship management and transactional queries.

Scheme Member Name.	
Scheme Member Project Main Contact	Project Lead
Contact Name Contact Title Contact Email Contact Telephone Number Contact Mobile Number Address Line 1: Number and Street Address Line 2 Address Line 3 City County Postcode	
Scheme Member Project Secondary Contact	Additional Project contact (if required)
Contact Name Contact Title Contact Email Contact Telephone Number Contact Mobile Number Address Line 1: Number and Street Address Line 2 Address Line 3 City County Postcode	
Scheme Member Project Additional Contact	Additional Project contact (if required)
Contact Name Contact Title Contact Email Contact Telephone Number Contact Mobile Number	

Address Line 1: Number and Street Address Line 2 Address Line 3 City County Postcode	
Scheme Member Project IT / Technical Contact	Lead Contact for on-boarding activities
Contact Name Contact Title Contact Email Contact Telephone Number Contact Mobile Number Address Line 1: Number and Street Address Line 2 Address Line 3 City County Postcode	
Scheme Member Key BAU Relationship Contact	Key Contact for ongoing BAU relationship management
Contact Name Contact Title Contact Email Contact Telephone Number Contact Mobile Number Address Line 1: Number and Street Address Line 2 Address Line 3 City County Postcode	
Scheme Member Key Operational Query Contact	Contact for Operational enquiries (This may be a group mailbox)
Contact Name Contact Title Contact Email	

Contact Telephone Number Contact Mobile Number Address Line 1: Number and Street Address Line 2 Address Line 3 City County Postcode	
Scheme Member Escalations Operational Contact	
Contact Name Contact Title Contact Email Contact Telephone Number Contact Mobile Number Address Line 1: Number and Street Address Line 2 Address Line 3 City County Postcode	
Scheme Member Key Operational Audit Contact	Scheme Member Risk, Audit, Compliance or Governance function (as per Section 4.1.8)
Contact Name Contact Title Contact Email Contact Telephone Number Contact Mobile Number Address Line 1: Number and Street Address Line 2 Address Line 3 City County Postcode	
Scheme Member Key BAU IT Contact	Contact for BAU IT enquiries
Contact Name Contact Title	

Contact Email
Contact Telephone Number
Contact Mobile Number
Address Line 1: Number and Street
Address Line 2
Address Line 3
City
County
Postcode

Please feel free to add more contacts if this is necessary e.g. secondary contacts / Specific Brand Contacts if different.

Appendix C – Example Written Application and Declaration form.

Help to Buy: ISA – Written Application Form Template

Investor Details

Full name: _____

Permanent residential address: _____

Date of birth: _____

National insurance number: _____

You should be able to find your NI number on a payslip, form P45 or P60, a letter from the HM Revenue & Customs, a letter from the DWP, or pension order book. *If you do not have a NI number you must apply for one in order to open a Help to Buy: ISA.*

Subscription Information

I apply to subscribe for a *Help to Buy: ISA* for the tax year 20____ / and each subsequent year until further notice.

I wish to make an initial subscription of £_____ (max. £1,200 – incorporating £1,000 maximum opening deposit and £200 maximum first month subscription).

Declaration & Authority

I declare that

all subscriptions made, and to be made, belong to me;

I am 16 years of age or over;

I have not subscribed and will not subscribe more than the overall subscription limit in total to any combination of permitted ISA types in the same tax year.

I have not subscribed and will not subscribe to another cash ISA in the same tax year that I subscribe to this cash ISA;

I am resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with, a person who performs such duties. I will inform [Scheme Member's name] if I cease to be so resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties;

I authorise [Scheme Member's name]

to hold my cash subscription, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash;

to make on my behalf any claims to relief from tax in respect of ISA investments.

Help to Buy: ISA Eligible Customer Declaration

I confirm, for the benefit of the Scheme Provider and H.M. Treasury, that by making this Eligible Customer Declaration:

1. I do not own, and never have owned, any interest in land, whether in the *United Kingdom* or elsewhere, which:
 - (A) is:
 - (i) in England or Wales:
 - (a) freehold;
 - (b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or
 - (c) commonhold; or
 - (ii) in Scotland, registered or recorded, or would be capable of being registered or recorded, as a right of absolute ownership in the Land Register of Scotland or General Register of Sasines in Scotland, as applicable; or
 - (iii) in Northern Ireland:
 - (a) freehold; or
 - (b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or
 - (iv) an equivalent interest in land to the interests in land listed in paragraphs (A)(i) to (iii) above under the laws of any jurisdiction outside the *United Kingdom*; and
 - (B) comprises a building that is used or suitable for use as a dwelling, or is in the process of being constructed or adapted for such use; and
 - (C)
 - (i) which I acquired as a purchaser by way of sole or joint ownership; or
 - (ii) which entitles me to possess or occupy that land.
2. I have not previously received payment of a *Bonus* under the *Help to Buy: ISA Scheme Rules* (unless the full amount of such *Bonus* has subsequently been repaid to the *Scheme Provider* in accordance with the *Scheme Rules*).
3. I have not paid, and will not pay, into this *Help to Buy: ISA* more than the applicable monthly allowance, as set out in the *Scheme Rules*.
4. I understand that I can only hold one *Help to Buy: ISA* at any time
5. I have been supplied with, or have had made available to me, a copy of the *Scheme Rules*, or have been provided with, or had made available to me, a link to a website where the *Scheme Rules* can be accessed, and I agree to be bound from the date of this agreement as an *Eligible Customer* by the *Scheme Rules*, as such may be amended and/or restated from time to time.

I agree to the ISA terms and conditions.

I declare that this application form has been completed to the best of my knowledge and belief.

Signed Date

Appendix D - Example Non-written Application and Declaration form

Help to Buy: ISA – Telephone / Non-Written Application Form Template

Investor Details

1. What is your name? (Forename, middle initials, and surname)
2. What is your permanent residential address? (Full address of the place you habitually reside, which must include postcode)
3. What is your date of birth? (Day/Month/Year)
4. What is your National Insurance Number? (Investors can find this on a pay slip, form P45 or P60, a letter from the HM Revenue & Customs, a letter from the DWP, or pension order book. *If you do not have a NI number you must apply for one in order to open a Help to Buy: ISA.*)
5. What tax year do you wish to subscribe to? (Tax years run from 6 April to 5 April)
6. Do you declare that you have not subscribed and will not subscribe more than the overall subscription limit in total to a cash ISA and a stocks and shares ISA in the same tax year?
7. Do you declare that you have not subscribed and will not subscribe to another cash ISA in the same tax year that you subscribe to this cash ISA?
8. Do you declare that you are 16 years of age or over?

Do you declare that (tick box for each question)

1. All subscriptions made, and to be made, to the ISA belong to you.
2. You are resident in the United Kingdom for tax purposes (This link will take you to the residence rules <http://www.hmrc.gov.uk/international/rdr3.pdf>)
Or, if not
You perform duties which by virtue of S28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas) are treated as being performed in the United Kingdom, or if not you are married to, or in a civil partnership with, a person who carries out those duties.
3. You will inform [Scheme Member's name] if you cease to be so resident or to perform such duties, or to be married to, or in a civil partnership with, a person who performs such duties.
4. By applying for an ISA you authorise us to carry out certain functions on your behalf. Details of these will be sent to you, with the terms and conditions of this ISA.

HtB - Do you declare that (tick box for each question)

1. You do not own, and never have owned, any interest in land, whether in the *United Kingdom* or elsewhere, which:
 - (A) is:
 - (i) in England or Wales:
 - (a) freehold;
 - (b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or
 - (c) commonhold; or
 - (ii) in Scotland, registered or recorded, or would be capable of being registered or recorded, as a right of absolute ownership in the Land Register of Scotland or General Register of Sasines in Scotland, as applicable; or
 - (iii) in Northern Ireland:
 - (a) freehold; or
 - (b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or
 - (iv) an equivalent interest in land to the interests in land listed in paragraphs (A)(i) to (iii) above under the laws of any jurisdiction outside the *United Kingdom*; and
 - (B) comprises a building that is used or suitable for use as a dwelling, or is in the process of being constructed or adapted for such use; and
 - (C)
 - (i) which I acquired as a purchaser by way of sole or joint ownership; or
 - (ii) which entitles me to possess or occupy that land.
2. You have not previously received payment of a *Bonus* under the *Help to Buy: ISA Scheme Rules* (unless the full amount of such *Bonus* has subsequently been repaid to the *Scheme Provider* in accordance with the *Scheme Rules*).
3. You have not paid, and will not pay, into this *Help to Buy: ISA* more than the applicable monthly allowance, as set out in the *Scheme Rules*.
4. You understand that you can only hold one *Help to Buy: ISA* at any time
5. You have been supplied with, or have had made available to me, a copy of the *Scheme Rules*, or have been provided with, or had made available to me, a link to a website where the *Scheme Rules* can be accessed, and you agree to be bound from the date of this agreement as an *Eligible Customer* by the *Scheme Rules*, as such may be amended and/or restated from time to time.

We will send you (or you have the option to save or print for online applications) a copy of the application you have made.

Appendix E – Example ISA Transfer Authority

Help to Buy: ISA Transfer Authority

Notes: Scheme Members will retain the right to use an HtB ISA transfer application (comprising both an HtB ISA transfer authority and an HtB ISA application) or a separate HtB ISA transfer authority and HtB ISA application.

Help to Buy: ISA Transfer Authority

Investor Details

Full name: _____

Permanent residential address: _____

Date of birth: _____

National insurance number: _____

You should be able to find your NI number on a payslip, form P45 or P60, a letter from the HM Revenue & Customs, a letter from the DWP, or pension order book. *If you do not have a NI number you must apply for one in order to open a Help to Buy: ISA.*

Information about the ISA you want to transfer:

Name of existing ISA provider:

Address of existing ISA provider:

ISA Account Number/Reference:

1. Is your existing ISA a Help to Buy ISA? (Yes/No)
1(a). If yes, please indicate the total subscriptions in the current tax year £_____ and go directly to the Transfer Authority section below

Please note if you are not transferring from a Help to Buy: ISA any payments (including transfers) into your Help to Buy: ISA are subject to the maximum opening and monthly allowances (maximum £1,200 opening deposit for a new Help to Buy: ISA, or maximum £200 for an existing Help to Buy: ISA)

2. Do you want to transfer all or part of your ISA? (All/Part)
If all go to Q7
3. Have you subscribed to your ISA in the current tax year? (Yes/No)
If no go to Q5
The amount in your account representing current tax year subscriptions can only be transferred in whole and not in part
4. Do you **only** want to transfer your subscriptions from the current tax year? (Yes/No)
If yes, go to Q7

5. Do you **only** want to transfer all of your subscriptions from previous tax years? (Yes/No)
If yes go to Q7

6. Do you only want to transfer some of your subscriptions from previous tax years? (Yes/No)

6(a). If yes, how much £_____ (*subject to the maximum opening and monthly allowances*)

6(b). If yes, do you also want to transfer your subscriptions from the current tax year? (Yes/No)

7. Is your existing ISA a Cash ISA or a Stocks & Shares ISA? (Cash/Stocks & Shares)

Cash to Help to Buy: ISA Transfers

Please note

The terms and conditions of some ISA products do not allow only part of an ISA to be transferred. Your existing provider may need you to give them specific information before the transfer can go ahead. Please check with your existing ISA provider if you are not sure about this.

Portfolio ISAs

If you hold a portfolio ISA containing a Help to Buy: ISA, please provide all ISA account numbers and details below.

Help to Buy: ISA Account Number / Reference	Value	Total Subscriptions in Current Tax Year
	£	£
Cash ISA Account Number / Reference(s)	Value	Total Subscriptions in Current Tax Year
	£	£
	£	£
	£	£

Stocks and Shares to Help to Buy: ISA Transfers

Please note

As well as being subject to the terms and conditions of the Help to Buy: ISA receiving the transfer proceeds, the transfer will be undertaken subject to the terms and conditions applying to your stocks and shares ISA. For example:

Some stocks and shares ISA products do not allow only part of an ISA to be transferred, or may place conditions on how such a transfer is undertaken, e.g. when deciding which investments are sold to facilitate the transfer.

Your existing ISA provider may need you to give them specific information before the transfer can go ahead.

There may be outstanding fees to pay before the transfer goes ahead.

Stocks, Shares and / or Funds that you wish to sell

Please check your selection is permitted by your existing stocks and shares ISA provider prior to submitting the form. Please note that you may be contacted by your existing ISA provider to agree what to sell.

Please use the box below to give instructions to your current stocks and shares ISA provider with regard to what specific value or Tax Year(s) should be transferred and/or what investments should be realised to meet the transfer.

If needed, please list all investments that you hold with the above ISA provider that you wish to sell and transfer the proceeds to your new Help to Buy: ISA with [new Help to Buy: ISA provider]. Alternatively, you may provide this information by supplying a separate list, e.g. by annotating a valuation statement from your provider.

Description of Investment	Investment Indicator e.g. ISIN, Sedol, Cuip etc. (if known)	Number or Value of Stocks, Shares, Units or specify "All" to sell the entire holding

Uninvested cash to be transferred

Please say how much of your uninvested cash balance in your stocks and shares ISA you want to transfer

£,,.

OR, if you want to transfer all of your uninvested cash balance, *tick here*

Transfer authority

I authorise my existing ISA provider as specified above to [sell investments and] transfer the ISA in cash (account number above) to [new Help to Buy: ISA provider].

I authorise my existing ISA provider to provide [new Help to Buy: ISA provider] with any information, written or non-written, concerning the ISA being transferred and to accept any instruction from them relating to the ISA being transferred.

Where I must give notice to close or transfer part of the existing ISA, or the existing ISA contains an investment which is designed and intended to be held for full term and has yet to reach redemption, I instruct my existing ISA provider to either: (tick the appropriate box)

1 wait for the full notice period to end, or wait until redemption (whichever is relevant) before going ahead with this transfer;

OR

2 depending on the terms and conditions, carry out the transfer as soon as possible – I accept any consequential loss of income, capital or charges that may be applied.

Signed: Date:

Transfer acceptance (your new ISA provider fills this part in)

We [new Help to Buy: ISA provider] are willing to accept this ISA transfer in line with the customer's instructions above, as long as the following conditions are met.

The transfer proceeds are made up of cash deposits only.

We must receive all the transfer proceeds no later than .

Where the customer has shown above that they want to transfer subscriptions from the current tax year, these must not be more than £,..

Residual Income

We do not accept residual income payments

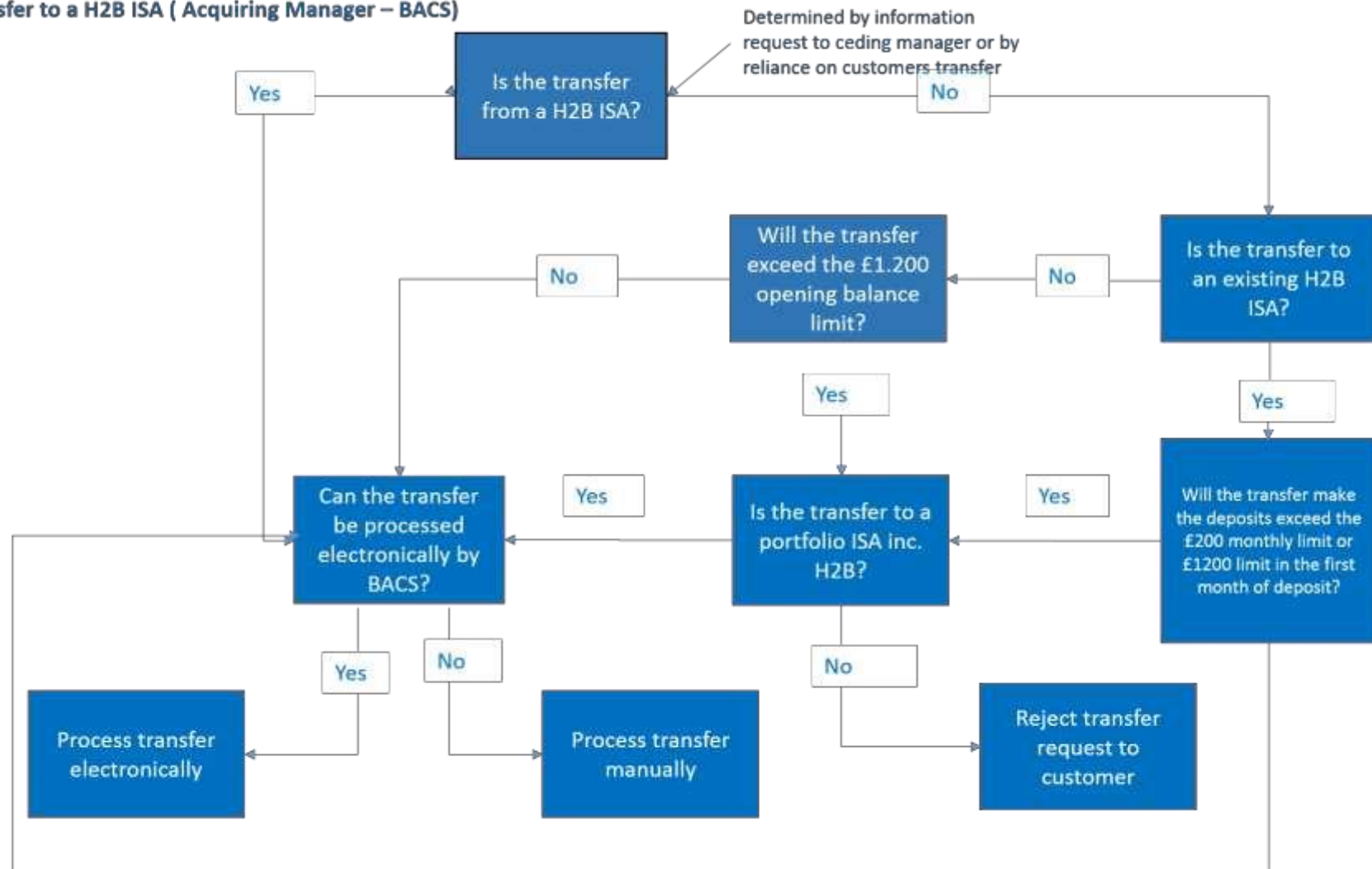
For the purposes of the transfer of the ISA wrapper under the ISA regulations, the date shown below will be the transfer date.

Date:

Name of new ISA provider:

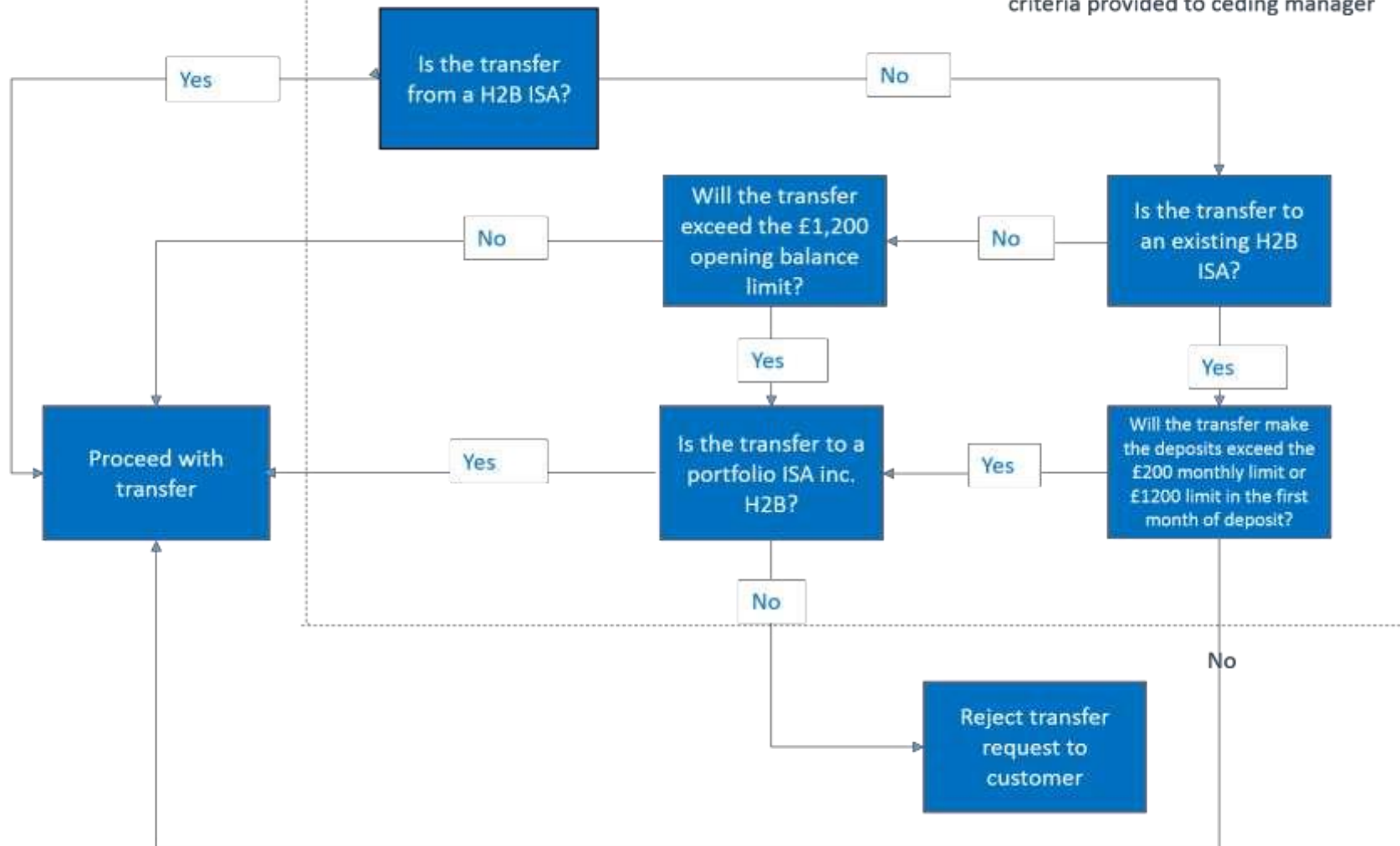
Appendix F – Transfer Process Flow

Transfer to a H2B ISA (Acquiring Manager – BACS)

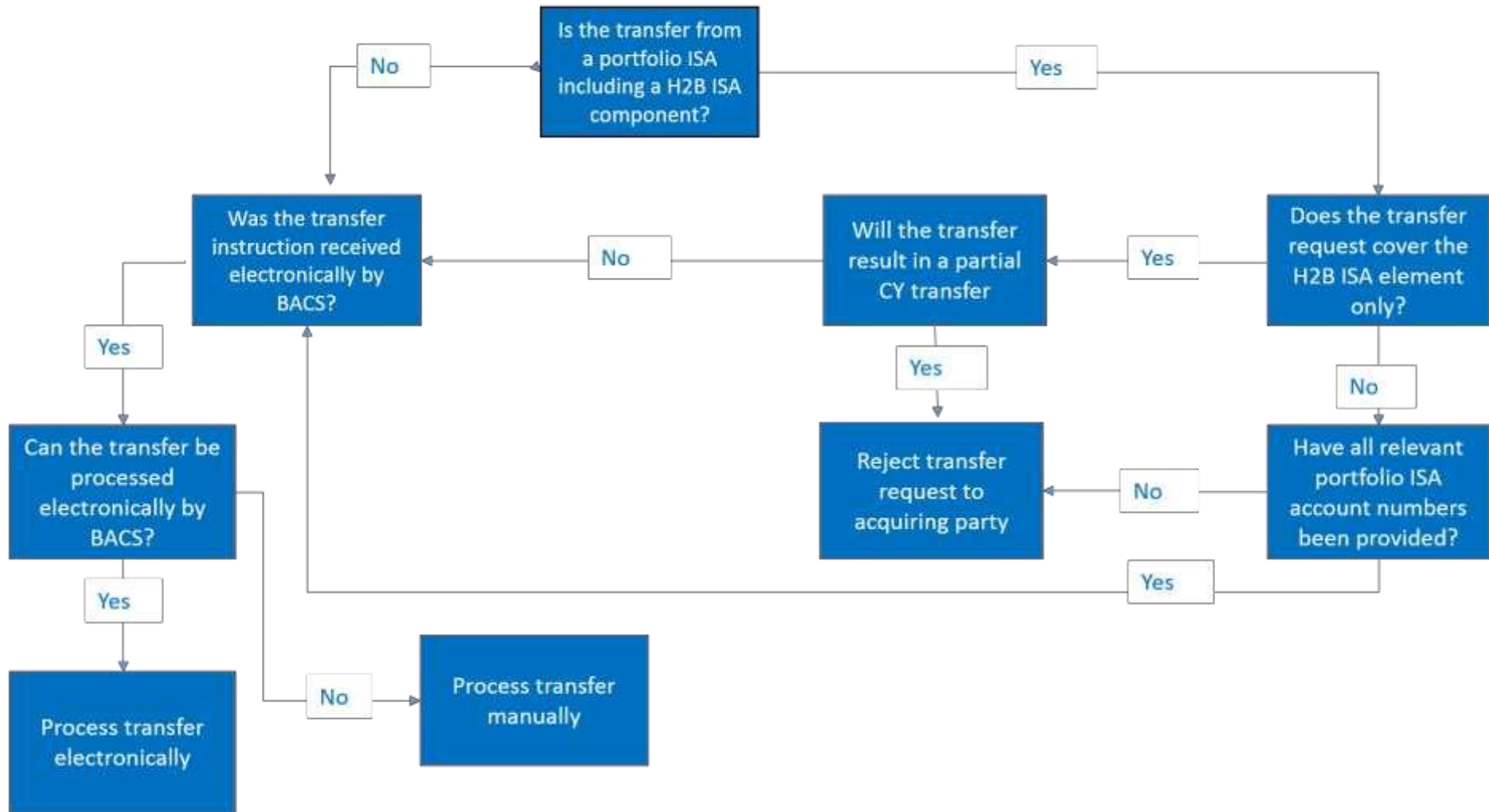


Transfer to a H2B ISA (Acquiring Manager – Manual)

Determined by transfer acceptance criteria provided to ceding manager



Transfer from a H2B ISA (Ceding Manager)



Appendix G – Annual Compliance Certification

Help to Buy: Scheme Member Annual Compliance Certification

Scheme Member	
Brand	
Product	
Period ending	

Either:

[We confirm that, based on reasonable enquiry and to the best of our knowledge, we have remained in compliance with the Help to Buy: ISA Scheme Rules and we are not aware of any material breach of the Scheme Rules in this time period.]

In addition any account remediation or rectifications have been as a result of an Scheme Member error and the Customer therefore continues to remain eligible for a Help to Buy Bonus albeit the account activity might not be in line with expectation.

Or:

[We identified [x] material breach[es] to the Scheme Rules during this time period:

Breach 1: [describe: breach; how identified; actions taken or being taken to remediate; timeframe for remediation]

In all other respects, we confirm that, based on reasonable enquiry and to the best of our knowledge, we have remained in compliance with the Help to Buy: ISA Scheme Rules and we are not aware of any other material breach of the Scheme Rules in this time period.]

Plus either:

During this time period, an internal audit review was conducted in line with the Help to Buy: Scheme Member operational guidelines. The findings, and the actions taken or being taken to address any recommendations, [have been communicated to the Scheme Provider] [or] [are attached to this statement].

Or:

During this time period, there was no relevant internal audit activity.

Plus in all cases:

We confirm that we have considered likely future risks to compliance with the *Help to Buy: ISA Scheme Rules* and have reviewed appropriate evidence of plans to mitigate these risks to ensure continued compliance.

DULY AUTHORISED, for and on behalf of [insert Scheme Member organisational name], BY:

	Operational	Audit, Risk, Compliance or Governance Function
Position		
Signature		
Date		

Appendix H – Example bonus award wording for closing statement

The below table shows indicative bonus amounts that can be claimed based on your ISA balance

ISA Balance	Bonus amount	Notes
<i>Less than £1,600</i>	£0	The minimum bonus is £400
<i>£1,600</i>	£400	
<i>£5,000</i>	£1,250	
<i>£12,000</i>	£3,000	
<i>More than £12,000</i>	£3,000	The maximum bonus is £3,000

To see what bonus you can claim go to <https://www.ownyourhome.gov.uk/scheme/help-to-buy-isa/> and enter your current ISA balance. Or use your calculator to multiply your current ISA balance by 0.25.