

General Provisions

General Provisions

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Chapter 1

FCA approval and emergencies

1.1 Application

[Note: ESMA has also issued guidelines under article 16(3) of the ESMA Regulation covering various topics relating to automated trading and direct electronic access. See www.fca.org.uk]

- 1.1.1

R

(1)

This chapter applies to every *firm*. ■ GEN 1.3 (Emergency) also applies to an *unauthorised person* to whom a *rule* in the *Handbook* applies.

(2)

[deleted]

(3)

■ GEN 1.2.2AR(1) also applies to a *registered person communicating a financial promotion* relating to one or more *qualifying cryptoassets* (in reliance on the exemption in article 73ZA of the *Financial Promotion Order*).

(4)

For the purpose of (3), reference in ■ GEN 1.2.2AR(1) to a *firm* include reference to a *registered person*.
- 1.1.2

G

[deleted]

1.2 Referring to approval by the FCA

- 1.2.1** **G** The purpose of **■ GEN 1.2.2AR** is to prevent *clients* being misled about the extent to which the *FCA* has approved a *firm's* affairs.
- 1.2.2** **R** [deleted]
- 1.2.2A** **R**
- (1) Unless required to do so under the *regulatory system*, a *firm* must ensure that neither it nor anyone acting on its behalf claims, in a public statement or to a client, expressly or by implication, that its affairs, or any aspect of them, have the approval or endorsement of the *FCA* or another competent authority.
 - (1A) Paragraph (1) does not apply to a *firm* to the extent that it is incompatible with obligations under article 44(8) of the *MiFID Org Regulation*.
 - (2) Paragraph (1) does not apply to statements that explain, in a way that is fair, clear and not misleading, that:
 - (a) the *firm* is an *authorised person*;
 - (b) [deleted]
 - (c) the *firm* has *permission* to carry on a specific activity;
 - (d) an *authorisation order* has been made in relation to an *AUT*, *ACS* or *ICVC*;
 - (e) a *recognised scheme* has that status;
 - (f) the *firm's approved persons* have been approved by the *appropriate regulator* for the purposes of section 59 of the *Act* (Approval for particular arrangements);
 - (g) the *firm* has been given express written approval by the *appropriate regulator* in respect of a specific aspect of the *firm's* affairs.
 - (3) Paragraph (1) applies with respect to the carrying on of both *regulated activities* and *unregulated activities*.
 - (4) [deleted]
- 1.2.3** **G** **■ GEN 1.2.2AR(2)(g)** is confined to written approval because of the need for clarity as to the scope of any approval given by the *appropriate regulator*.

1.2.4

G

A firm that carries on *MiFID*, equivalent third country or optional exemption business should have regard to the requirement in article 44(8) of the *MiFID Org Regulation* which is reproduced at ■ COBS 4.5A.16UK.

1.3 Emergency

1.3.1 **G** The *FCA* recognises that there may be occasions when, because of a particular emergency, a *person* (generally a *firm*, but in certain circumstances, for example in relation to *price stabilising rules*, an *unauthorised person*) may be unable to comply with a particular *rule* in the *Handbook*. The purpose of **GEN 1.3.2 R** is to provide appropriate relief from the consequences of contravention of such a *rule* in those circumstances.

1.3.2 **R**

- (1) If any emergency arises which:
 - (a) makes it impracticable for a *person* to comply with a particular *rule* in the *Handbook*;
 - (b) could not have been avoided by the *person* taking all reasonable steps; and
 - (c) is outside the control of the *person*, its *associates* and agents (and of its and their *employees*);
 the *person* will not be in contravention of that *rule* to the extent that, in consequence of the emergency, compliance with that *rule* is impracticable.
- (2) Paragraph (1) applies only for so long as:
 - (a) the consequences of the emergency continue; and
 - (b) the *person* can demonstrate that it is taking all practicable steps to deal with those consequences, to comply with the *rule*, and to mitigate losses and potential losses to its *clients* (if any).
- (3) The *person* must notify the *FCA* as soon as practicable of the emergency and of the steps it is taking and proposes to take to deal with the consequences of the emergency.
- (4) A notification under (3) must be given to or addressed and delivered in accordance with **SUP 15.7** (Form and method of notification) (whether or not the *person* is a *firm*). If the *person* is not a *firm*, the notification must be given to or addressed for the attention of: Contact Centre, The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN (tel: 0300 500 0597).

1.3.2A **R**

- 1.3.3** **G** A *firm* should continue to keep the *FCA* informed of the steps it is taking under **■ GEN 1.3.2 R (3)**, in order to comply with its obligations under *Principle 11* (Relations with regulators).
- 1.3.4** **G** In the context of **■ GEN 1.3.2 R**, an action is not practicable if it involves a *person* going to unreasonable lengths.
- 1.3.5** **G** **■ GEN 1.3.2 R** operates on the *FCA's rules*. It does not affect the *FCA's* powers to take action against a *firm* in an emergency, based on contravention of other requirements and standards under the *regulatory system*. For example, the *FCA* may exercise its *own-initiative power* in appropriate cases to vary a *firm's Part 4A permission* based on a failure or potential failure to satisfy the *threshold conditions* (see **■ SUP 7** (Individual requirements) and **■ SUP 6B** (Variation and cancellation of permission and imposition of requirements on the *FCA's* own initiative)).

Chapter 2

Interpreting the Handbook

2.1 Introduction

Application

- 2.1.1G [deleted]
- 2.1.2R This chapter applies to every *person* to whom any provision in the *Handbook* applies. In relation to a provision other than a *rule*, the *rules* in this chapter apply as if they were part of that provision.
- 2.1.3P [deleted]
- 2.1.4E [deleted]
- 2.1.5D [deleted]
- 2.1.6G [deleted]
- 2.1.7R [deleted]
- 2.1.8R This chapter applies to all provisions made by *FOS Ltd*.
- 2.1.9G The effect of ■ GEN 2.1.8 R is that this chapter applies with respect to those provisions in ■ DISP 2 (Jurisdiction of the Financial Ombudsman Service), ■ DISP 3 (Complaint handling procedures of the Financial Ombudsman Service), ■ DISP 4 (Standard terms) and ■ FEES 5 (Financial Ombudsman Service Funding) made by *FOS Ltd*.

The Reader's Guide

- 2.1.10G The Reader's Guide supplements this chapter. It provides an introduction to the structure and contents of the *Handbook* and its related materials, explaining how the different modules fit together and how to interpret and use the *Handbook*.

2.2 Interpreting the Handbook

Purposive interpretation

- 2.2.1 **R** Every provision in the *Handbook* must be interpreted in the light of its purpose.
- 2.2.2 **G** The purpose of any provision in the *Handbook* is to be gathered first and foremost from the text of the provision in question and its context among other relevant provisions. The *guidance* given on the purpose of a provision is intended as an explanation to assist readers of the *Handbook*. As such, *guidance* may assist the reader in assessing the purpose of the provision, but it should not be taken as a complete or definitive explanation of a provision's purpose.

Evidential provisions

- 2.2.3 **R** Any *rule* in the *Handbook* which has the status letter "E" in the margin or heading:
- (1) is to be taken also to provide that contravention of the *rule* does not give rise to any of the consequences provided for by provisions of the Act other than section 138C (Evidential provisions); and
 - (2) incorporates the status letter "E" in the margin or heading as part of the *rule*.
- 2.2.4 **G**
- (1) The *rules* to which section 138C of the Act applies ("evidential provisions") are identified in the *Handbook* by the status letter "E" in the margin or heading.
 - (2) Other provisions in the *Handbook*, although also identified by the status letter "E" in the margin or heading, are actually not *rules* but provisions in codes and ■ GEN 2.2.3 R does not apply to them.

- 2.2.5 **G** Chapter 6 of the Reader's Guide contains an explanation of the significance of the status letters R, E, G, D, UK, EU, P and C, and includes further information on *Handbook* provisions, including *evidential provisions*.

Use of defined expressions

- 2.2.6 **G** Expressions with defined meanings appear in italics in the *Handbook*, unless otherwise stated in individual sourcebooks or manuals.

| | | |
|---|----------|---|
| 2.2.7 | R | <p>In the <i>Handbook</i> (except <i>IPRU</i>, unless otherwise indicated):</p> <ol style="list-style-type: none">(1) an expression in italics which is defined in the <i>Glossary</i> has the meaning given there; and(2) an expression in italics which relates to an expression defined in the <i>Glossary</i> must be interpreted accordingly. |
| 2.2.8 | G | <p>Examples of related expressions are:</p> <ol style="list-style-type: none">(1) "<i>advice on investments</i>" and "<i>advise on investments</i>", which should be interpreted by reference to "<i>advising on investments</i>";(2) "<i>closely linked</i>", which should be interpreted by reference to "<i>close links</i>";(3) "<i>controls</i>" and "<i>controlled</i>", which should be interpreted by reference to "<i>control</i>";(4) "<i>effect</i>", as for example in "<i>effect a life policy</i>", which should be interpreted by reference to "<i>effecting contracts of insurance</i>"; and(5) "<i>employment</i>", which should be interpreted by reference to "<i>employee</i>". |
| 2.2.9 | G | <p>Unless the context otherwise requires or unless otherwise stated in a particular sourcebook or manual, where italics have not been used, an expression bears its natural meaning (subject to the Interpretation Act 1978; see ■ GEN 2.2.11 R to ■ GEN 2.2.12 G).</p> |
| 2.2.10 | G | <p>The Interim Prudential sourcebooks (<i>IPRU</i>) have individual arrangements for defined terms and each contains <i>rules</i> or <i>guidance</i> on its own arrangements. In respect of those sourcebooks, reliance should not be placed on the definitions which appear in the <i>Glossary</i> unless otherwise indicated.</p> |
| Application of the Interpretation Act 1978 | | |
| 2.2.11 | R | <p>The Interpretation Act 1978 applies to the <i>Handbook</i>.</p> |
| 2.2.12 | G | <p>The application of the Interpretation Act 1978 to the <i>Handbook</i> has the effect, in particular, that:</p> <ol style="list-style-type: none">(1) expressions in the <i>Handbook</i> used in the <i>Act</i> have the meanings which they bear in the <i>Act</i>, unless the contrary intention appears;(2) where reference is made in the <i>Handbook</i> to an enactment, it is a reference to that enactment as amended (but see also ■ GEN 2.2.13R), and includes a reference to |

that provision as extended or applied by or under any other enactment, unless the contrary intention appears; and

(3) unless the contrary intention appears:

- (a) words in the *Handbook* importing the masculine gender include the feminine and words importing the feminine gender include the masculine;
- (b) words in the *Handbook* in the singular include the plural and words in the plural include the singular.

Civil partnership - references to stepchildren etc

2.2.12A R Any reference in a provision of the *Handbook* made before 5 December 2005 to a stepchild, step-parent, stepdaughter, stepson, stepbrother or stepsister is to be interpreted in accordance with section 246 of the Civil Partnership Act 2004.

2.2.12B G ■ **GEN 2.2.12A R** and sections 246 and 247 of the Civil Partnership Act 2004 amend each reference in the *Handbook* to a stepchild, step-parent and certain related expressions to take account of civil partnerships. As a result a reference (for example) to a stepchild of a person (A) includes a reference to the child of the civil partner of A where that child is not A's child.

Cross-references in the Handbook

2.2.13 R (1) A reference in the *Handbook* to another provision in the *Handbook* is a reference to that provision as amended from time to time.

(2) Unless a contrary intention appears:

a reference in the *Handbook* to a provision in the PRA Rulebook is a reference to that provision as amended from time to time;

a reference in a *Handbook* rule (other than a rule made by *FOS Ltd*) to an enactment is a reference to that enactment as amended from time to time;

for the purposes of *Handbook* rules (other than rules made by *FOS Ltd*), any reference to an enactment in the *Glossary* is to be construed as a reference to that enactment as amended from time to time.

2.2.13A R Unless a contrary intention appears, to the extent that a provision made by the *FCA* ('the referring provision') contains a cross-reference to another provision that is not made by the *FCA* including a provision formerly made by the *PRA* which the *PRA* has now deleted ('the referred provision'), the referred provision as amended from time to time (excepting deletion in its entirety) is to be treated as having been made by the *FCA* to the extent necessary to make the referring provision function with the full effect indicated by the reference.

2.2.13B G The purpose of ■ **GEN 2.2.13A R** is to ensure that cross references in the *FCA Handbook* to provisions outside the *FCA Handbook* are effective, including

cross references to material that was formerly in the *PRA Handbook* but which the *PRA* has now deleted.

References to writing

2.2.14 **R** If a provision in the *Handbook* refers to a communication, notice, agreement or other *document* "in writing" then, unless the contrary intention appears, it means in legible form and capable of being reproduced on paper, irrespective of the medium used. Expressions related to writing must be interpreted accordingly.

2.2.15 **G** ■ GEN 2.2.14 R means that, for example, electronic media may be used to make communications which are required by a provision of the *Handbook* to be "in writing", unless a contrary intention appears, or the use of electronic media would contravene some other requirement. ■ GEN 2.2.14 R does not, however, affect any other legal requirement which may apply in relation to the form or manner of executing a *document* or agreement.

2.2.15A **G** An example of a requirement relevant to whether a communication required by a provision of the *Handbook* to be "in writing" may be made by use of electronic media is the requirement to treat *customers* fairly under *Principle* 6.

2.2.16 **G** "Document" is a defined term in the *Glossary*, the definition of which includes information recorded in any form, including electronic form.

Activities covered by general rules

2.2.17 **R** A general rule (that is a rule made by the *FCA* the *general rule making powers*) is to be interpreted as:

- (1) applying to a *firm* with respect to the carrying on of all *regulated activities*, except to the extent that a contrary intention appears; and
- (2) not applying to a *firm* with respect to the carrying on of *unregulated activities*, unless and then only to the extent that a contrary intention appears.

Continuity of authorised partnerships and unincorporated associations

2.2.18 **R**

- (1) If a *firm*, which is a partnership or unincorporated association, is dissolved, but its authorisation continues to have effect under section 32 of the *Act* (Partnerships and unincorporated associations) in relation to any partnership or unincorporated association which succeeds to the business of the dissolved *firm*, the successor partnership or unincorporated association is to be regarded as the same *firm* for the purposes of the *Handbook* unless the context otherwise requires.
- (2) [deleted]
- (3) [deleted]

2.2.19 **G** In principle, it is possible to view a change of partners in a partnership, or a change in the membership of the unincorporated association, as the formation of a new partnership or association. ■ GEN 2.2.18 R reflects section 32 of the Act (Partnerships and unincorporated associations), which provides for the continuing *authorisation* of partnerships and unincorporated associations following a change in partners or members if certain conditions are satisfied. ■ GEN 2.2.18 R ensures a similar effect to section 32 in relation to the status of the partnership or unincorporated associations as a "*firm*" or "*authorised person*" for the purposes of the *Handbook*.

Designated investment exchanges

2.2.20 **G** In the *Glossary*, the definition of *designated investment exchange* lists certain investment exchanges. Further information on *designated investment exchanges*, including *guidance* on the addition of an investment exchange to the list, is set out in ■ GEN 2 Annex 1 G and the obligation to pay the application fee is set out in ■ FEES 3.2.

Registered persons

2.2.20A **G**

- (1) *Registered persons* are able to *communicate financial promotions* relating to *qualifying cryptoassets* in reliance on an exemption in article 73ZA of the *Financial Promotion Order*.
- (2) The Financial Services and Markets Act 2000 (Financial Promotion) (Amendment) Order 2023 applies certain powers in the *Act* in relation to *registered persons* in connection with their *communication of financial promotions* in reliance on this exemption.
- (3) In order to ensure that *registered persons* are subject to appropriate *FCA* oversight and enforcement in relation to their *communication of financial promotions*, the *FCA* is able to exercise certain supervisory and enforcement powers under the *Act* in relation to *registered persons*. Where the *Handbook* contains *guidance* on the exercise of these powers in relation to *authorised persons* (in particular, in *SUP*), that *guidance* should be read as also being relevant to *registered persons* (and references to *firms* should be construed accordingly).

2.2.21 **G** [deleted]

Treaty of Lisbon

2.2.22 **G** As a result of the Treaty of Lisbon, the European Union has replaced and succeeded the European Community. References in the *Handbook* to the European Community should therefore be interpreted as references to the European Union, where the context requires.

Onshored Regulations and third country firms

2.2.22A **R**

- (1) Unless exempted in (2) and subject to (3), *MiFIR*, and any *onshored regulations* previously deriving from *MiFIR* or *MiFID*, apply to a *third country investment firm* as if it were a *UK MiFID investment firm* when the following conditions are met:
 - (a) when it carries on *MiFID* or equivalent *third country business*; and

| | | |
|---------|---|--|
| | | <p>(b) it carries on the business in (a) from an establishment in the <i>United Kingdom</i>.</p> <p>(2) Paragraph (1) does not apply:</p> <p>(a) to the extent <i>MiFIR</i> or an <i>onshored regulation</i> previously deriving from <i>MiFIR</i> or <i>MiFID</i> imposes a specific requirement in relation to a <i>third country investment firm</i>; and</p> <p>(b) to <i>onshored regulations</i> which were previously <i>EU regulations</i> adopted under article 7 of <i>MiFID</i>.</p> <p>(3) Paragraph (1) is modified by the application provisions in individual <i>Handbook</i> chapters for particular purposes.</p> <p>(4) ■ GEN 2.2.22AR(1) is subject to articles 2A to 2E of <i>MiFIR</i> and article 1(3) to (5) of the <i>MiFID Org Regulation</i>.</p> <p>(5) In relation to <i>TP firms</i> ■ GEN 2.2.22AR(1) does not apply requirements imposed by and under <i>MiFIR</i> or by the <i>MiFID Org Regulation</i> in addition to those referred to in articles 2A to 2E <i>MiFIR</i> and article 1(3) to (5) of the <i>MiFID Org Regulation</i>.</p> |
| 2.2.22B | G | <p>(1) The purpose of ■ GEN 2.2.22AR is to ensure that a <i>third country investment firm</i> should not be treated in a more favourable way than a <i>UK firm</i>.</p> <p>(2) ■ GEN 2.2.22AR may be overridden where the application provisions at the beginning of individual <i>Handbook</i> chapters qualify its effect.</p> |
| | | <p>Application of provisions where there are commensurate PRA provisions</p> |
| 2.2.23 | R | <p>(1) This <i>rule</i> applies to <i>Handbook</i> provisions where the <i>PRA</i> have made commensurate provisions in the <i>PRA Rulebook</i>. It may affect their application by the <i>FCA</i> to <i>PRA-authorised persons</i> and <i>PRA approved persons</i>.</p> <p>(2) Where a <i>Handbook</i> provision (or part of one) goes beyond the <i>FCA</i>'s powers or regulatory responsibilities, it is to be interpreted as applied to the extent of the <i>FCA</i>'s powers and regulatory responsibilities only.</p> <p>(3) The extent of a <i>Handbook</i> provision is to be interpreted as cut back under (2) by the minimum degree necessary.</p> <p>(4) [deleted]</p> |
| 2.2.24 | G | The published Memorandum of Understanding between the <i>FCA</i> and the <i>PRA</i> describes their regulatory responsibilities. |
| 2.2.25 | G | An example of a <i>rule</i> being interpreted as cut back by ■ GEN 2.2.23R is ■ SYSC 6.1.1R, which requires a <i>firm</i> to maintain adequate policies and procedures to ensure compliance with its obligations under the <i>regulatory system</i> ; ■ SYSC 6.1.1R should be interpreted as applied by the <i>FCA</i> in respect of a <i>PRA-authorised person's</i> compliance with regulatory obligations that are |

the responsibility of the *FCA* (for example, in respect of a *bank* maintaining policies and procedures to ensure compliance with banking conduct requirements in *BCOBS*).

(1) [deleted]

(2) [deleted]

(3) [deleted]

Rules applying while a firm has temporary permission: the General Rules

2.2.26

R

Unless the contrary intention appears, a *rule* does not apply to a *TP firm* except that:

- (1) A *rule* which imposed an obligation on a *person* immediately before *IP completion day* who becomes a *TP firm* continues to apply to the *TP firm* to the same extent and to the same activities to which the *rule* applied at that time.
- (2) In addition, a *rule* which deals with a matter (in relation to an activity of a *TP firm* in either (3) or (4)) which immediately before *IP completion day* was reserved to the:
 - (a) *Home State* of the *firm* under an *EU* directive; or
 - (b) where applicable, *EEA state* where the *firm* has the establishment from which the service is provided, under an *EU* directive, also applies to a *TP firm* if and to the extent that that *rule*:
 - (i) applies to a *UK firm* (or other cognate expression) that carries on the same *regulated activity* as the *TP firm*; and
 - (ii) immediately before *IP completion day*, implemented a provision of an *EU* directive (disregarding any provision of a directive which allocates responsibility between different member states).
- (3) A *TP firm* which carries on an activity from its *UK branch* or establishment (or that of its *appointed representative*) does not contravene a *rule* applied by (2) to the extent that:
 - (a) at the time the *firm* was required to comply with the *rule* ("the relevant time"), the *firm* (or its *appointed representative*) complied with or applied a provision which implements the same provision of the relevant directive reserved to its *Home State* and imposed by that state's law; and
 - (b) the *firm's* compliance with or application of the provision covers the *firm's* activities provided from its *UK branch* or establishment (or that of its *appointed representative*).
- (4) A *TP firm* which carries on an activity other than from its *UK branch* or establishment (or that of its *appointed representative*) into the *United Kingdom* does not contravene a *rule* applied by (2) to the extent that:
 - (a) at the time the *firm* was required to comply with the *rule* ("the relevant time"), the *firm* complied with or applied a provision

which implements the same provision of the relevant directive reserved to its *Home State* (or, where (2)(b) applies, to the *EEA state* where it has the establishment from which the service is provided) and imposed by that state's law; and

(b) the *firm's* compliance with or application of the provision covers the *firm's* activities into the *UK* (or that of its *appointed representative*).

(5) Paragraph (3) or (4) does not apply unless a *TP firm* can demonstrate to the *FCA* that, at the relevant time, it complied with or applied a provision in (3) or (4) to the extent referred to there.

(6) Where a *TP firm's Home State* (or, where applicable, the *EEA state* where it has the establishment from which the service is provided) exercises a national discretion expressly permitted by an *EU* directive not to apply a provision which would implement a provision of an *EU* directive referred to in (2) which the *FCA* has chosen to apply as a *rule*, the *TP firm* has no need to comply with or apply the *rule* in question.

(7) A provision referred to in paragraph (3) or (4) includes a provision where an *EU* directive sets out a number of options, and the state referred to in paragraph (3) or (4) has chosen one or more such options different from those chosen by the *FCA* in order to implement the same provision.

Amendments to rules applied by the General Rules

2.2.27

R

(1) A rule applied by ■ GEN 2.2.26R(1) or ■ GEN 2.2.26R(2):

(a) applies with any amendment made to the *rule* in question which comes into force on *IP completion day* to address an issue resulting from the *UK's* withdrawal from the *European Union*;

(b) applies until it is deleted after *IP completion day*, or where a *rule* is amended or replaced after *IP completion day* it continues to apply as amended or replaced unless the *rule* states that it does not apply; and

(c) only applies to the *firm's* activities carried on from a *UK branch* or establishment (maintained by the *firm* or by its *appointed representative*) or carried on other than from a *UK branch* or establishment into the *UK* (by the *firm* or its *appointed representative*).

(2) Apart from in *COMP* and ■ FEES 6, where a *rule* (or paragraph of a *rule*) applied by ■ GEN 2.2.26R(1) or ■ GEN 2.2.26R(2):

(a) only applied to a *person* which passported into the *United Kingdom* under Schedule 3 or 4 to the *Act*; and

(b) is deleted on *IP completion day*;

deletion is disregarded and it continues to apply to the *TP firm*; and references in the *rule* (or paragraph of the *rule*) to the *EU* or to an *EU* matter or thing are deemed to be references to the *UK* or a *UK* matter or thing, as the case may be.

(3) [deleted]

(4) [deleted]

(5) [deleted]

Modification of rules applied by the General Rules in cases of conflict

2.2.28

R

- (1) Where a *rule* in ■ GEN 2.2.26R(1) applies and:
 - (a) as a result of an amendment which comes into force on *IP completion day* which removes a reference to a matter in relation to the *EEA*; and
 - (b) it is no longer practicable for the *TP firm* to comply with the *rule* because of the amendment,the *firm* may treat the *rule*, to the extent necessary, as if it continued to refer to a matter in relation to the *EEA*.
- (2) Where a *rule* applied by ■ GEN 2.2.26R(1) contradicts a *rule* applied by ■ GEN 2.2.26R(2), to the extent necessary the *rule* in ■ GEN 2.2.26R(2) does not apply.
- (3) Where as a result of the *UK's* withdrawal from the *EU* different provisions (than those which applied to the *person* immediately before *IP completion day*) apply in an *EEA State* to a *TP firm* and if as a result of complying with a *rule* applied by ■ GEN 2.2.26R(2) the *firm* would contravene a provision in that *EEA State*, the *rule* in ■ GEN 2.2.26R(2), to the extent necessary, does not apply.

MiFID technical standards

2.2.29

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- (1) The provisions, as amended on or after *IP completion day*, in (2) apply to a *TP firm* which is an *EEA MiFID investment firm* as if it were a *MiFID investment firm* when the following conditions are met:
 - (a) where it carries on *MiFID or equivalent third country business*; and
 - (b) that business is carried on from a *UK branch* (maintained by the *firm* or its *appointed representative*) or, where it is carried on other than from a *UK branch*, that business is provided into the *United Kingdom* (by the *firm* or its *appointed representative*).
- (2) The provisions referred to in (1) are technical standards deriving from previously adopted *EU regulations* under *MiFID* which are assimilated law, except:
 - (a) those deriving from previously adopted *EU regulations* under article 7 of *MiFID*;
 - (b) those deriving from previously adopted *EU regulations* under article 32(2) and (3) of *MiFID* where they apply to a *firm* other than a *TP firm operating an organised trading facility* or acting as a *systematic internaliser* from a *branch* in the *United Kingdom*; or
 - (c) to the extent that their application to a *TP firm* would be inconsistent with the application to that *firm* of Chapter 5 of the *MiFID Org Regulation* or ■ MAR 10.4.

- (3) A *TP firm* which carries on business from a *UK branch* (maintained by the *firm* or its *appointed representative*) does not contravene a *rule* applied by (1) to the extent that:
 - (a) at the time the *firm* was required to comply with the *rule* ("the relevant time"), the *firm* complied with or applied the same provision of the relevant measure referred to in (2) applied by its *Home State*; and
 - (b) the *firm's* compliance with or application of the provision covers the *firm's* activities provided from the *UK branch* (maintained by the *firm* or its *appointed representative*).
- (4) A *TP firm* which carries on business other than from a *UK branch* into the *United Kingdom* (by the *firm* or its *appointed representative*) does not contravene a *rule* applied by (1) to the extent that:
 - (a) at the time the *firm* was required to comply with the *rule* ("the relevant time"), the *firm* complied with or applied the same provision of the relevant measure referred to in (2) applied by its *Home State*; and
 - (b) the *firm's* compliance with or application of the provision covers the *firm's* or its *appointed representative's* activities in the *UK*.
- (5) A *rule* in (3) or (4) does not apply unless a *TP firm* can demonstrate to the *FCA* that, at the relevant time, it complied with or applied a provision in (3) or (4) to the extent referred to there.
- (6) Neither of paragraphs (3) and (5) apply to *rules* applied by (1) which are provisions deriving from previously adopted *EU regulations* under article 27 of *MiFID*.

Rules and guidance applying while a firm has temporary permission – capital adequacy requirements

2.2.30

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- (1) Nothing in *GENPRU*, *MIFIDPRU*, *INSPRU*, *MIPRU*, *IPRU(FSOC)*, *IPRU(INS)* or *IPRU(INV)* applies to a *TP firm*, except for the provisions in (2).
- (2) To the extent a *TP firm* carries on the relevant *regulated activity*, the following apply by virtue of ■ GEN 2.2.26R:
 - (a) ■ INSPRU 1.5.33R;
 - (b) *MIPRU*;
 - (c) *IPRU(FSOC)*; and
 - (d) ■ IPRU(INV) 5, 6, ■ 12 and 13, except that *rules* relating to capital adequacy in these chapters, which would apply to a *TP firm* through the operation of ■ GEN 2.2.26R(2), do not apply to that *TP firm*. Specifically, the financial resources requirements for *depositories* of *UCITS schemes* and *depositories* of certain *AIFs* in ■ IPRU(INV) 5, and requirements involving the holding of professional indemnity insurance which relate to capital adequacy in ■ IPRU(INV) 13.

2.2.31

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- (1) ■ GEN 2.2.30R operates by excluding the application of the sourcebooks contained in the Prudential Standards part of the *FCA Handbook*, except for the sourcebooks or parts of sourcebooks referred to in ■ GEN 2.2.30R(2).
- (2) The sourcebooks referred to in ■ GEN 2.2.30R(2) contain *rules* that may apply to a *TP firm* either by virtue of ■ GEN 2.2.26R(1) if they applied to that *firm* immediately before *IP completion day*, or *rules* that may apply to a *TP firm* by virtue of ■ GEN 2.2.26R(2) if the conditions in that provision are met, and the *rule* does not relate to capital adequacy.
- (3) The approach in ■ GEN 2.2.30R to applying *rules* relating to capital adequacy to a *TP firm* is generally to ensure that the *firm* is only subject to those *rules* that applied to it immediately before *IP completion day*. Therefore, a *TP firm* will not be subject to additional capital adequacy requirements to those that applied to the *firm* immediately before *IP completion day*.
- (4) The sourcebooks referred to in ■ GEN 2.2.30R(2) contain some *rules* which do not relate to capital adequacy. Such *rules* may apply to *TP firms* by virtue of ■ GEN 2.2.26R. Certain of these *rules* may apply to *TP firms* by virtue of ■ GEN 2.2.26R(2), as follows:
 - (a) *rules* in ■ MIPRU 2.2 (Allocation of the responsibility for insurance distribution activity or MCD credit intermediation activity);
 - (b) certain of the *rules* in ■ MIPRU 3.2 (Professional indemnity insurance requirements);
 - (c) *rules* in ■ MIPRU 5.2 (Use of intermediaries); and
 - (d) certain of the *rules* in ■ IPRU(INV) 13.1 (Application, general requirements and professional indemnity insurance requirements).
- (5) The sourcebooks contained in the Prudential Standards part of the *FCA Handbook* are not the only sourcebooks which include *rules*

relating to capital adequacy. For example, see the *rules* in ■ CONC 10 and ■ MAR 8. The capital adequacy requirements in such other sourcebooks may apply to a *TP firm* by virtue of ■ GEN 2.2.26R, to the extent the *firm* carries on the relevant *regulated activity*. However, a *TP firm* will not be subject to additional capital adequacy requirements to those that applied to the *firm* immediately before *IP completion day*.

- (6) For the purpose of this *guidance*, *rules* relating to capital adequacy comprise *rules* relating to the adequacy of a *firm's* financial resources, including both capital resources and liquidity resources. However, *rules* relating to capital adequacy do not include *rules* involving the holding of professional indemnity insurance, except where such *rules* are tied to capital adequacy requirements by a form of optionality. Therefore, *rules* involving the holding of professional indemnity insurance may apply to a *TP firm* by virtue of ■ GEN 2.2.26R, but if such *rules* are tied to capital adequacy requirements, they cannot apply by virtue of ■ GEN 2.2.26R(2).

2.2.32

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- (1) Unless the contrary intention appears, a *rule* does not apply to a *TP UCITS qualifier*, except that in relation to a *scheme* or a *sub-fund* a *rule* which imposed an obligation on a *person* immediately before *IP completion day* who becomes a *TP UCITS qualifier* continues to apply to that *person* to the same extent and to the same activities to which the *rule* applied at that time.
- (2) (a) If after *IP completion day* a *person* becomes a *TP UCITS qualifier* in relation to a *new sub-fund* then, unless the contrary intention appears, a *rule* which would have imposed an obligation on that *person* immediately before *IP completion day* had that *new sub-fund* been recognised under section 264 of the *Act* at that time applies to the *TP UCITS qualifier*.
- (b) A *rule* in (a) applies in relation to the *new sub-fund* to the same extent and to the same activities to which the *rule* would have applied had that *new sub-fund* been recognised under section 264 of the *Act*. immediately before *IP completion day*.

2.2.33

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- (1) A *rule* applied by ■ GEN 2.2.32R:
- (a) applies with any amendment made to the *rule* in question which comes into force on *IP completion day* arising from the *United Kingdom's* exit from the *European Union*;
- (b) applies until it is deleted after *IP completion day*, or, where a *rule* is amended or replaced after *IP completion day*, it continues to apply as amended or replaced unless the *rule* states that it does not apply; and
- (c) only applies to the *firm's* activities in relation to the *AIF* or the *scheme* in the *United Kingdom*.

2.2.34

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- (2) Where a *rule* (or paragraph of a *rule*) applied by ■ GEN 2.2.32R:
 - (a) only applied to a *person* who was an *authorised person* by virtue of paragraph 1(1) of Schedule 5 to the Act; and
 - (b) is deleted on *IP completion day*;
 deletion is disregarded and it continues to apply to the *TP UCITS qualifier*; and references in the *rule* (or paragraph of the *rule*) to the *EU* or to an *EU* matter or thing are deemed to be references to the *UK* or a *UK* matter or thing, as the case may be.
- (3) [deleted]
- (4) [deleted]

2.2.35

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Guidance applying while a firm has temporary permission

Unless the contrary intention appears, *guidance* does not apply to a or a *TP UCITS qualifier* except that:

- (1) *guidance* on or in connection with a *rule* applied by ■ GEN 2.2.26R(1) applies to a *TP firm* to the same extent as that *rule*;
- (2) *guidance* on or in connection with a *rule* applied by ■ GEN 2.2.26R(2) applies to a *TP firm* to the same extent as that *rule*;
- (3) *guidance* on or in connection with a *rule* applied by ■ GEN 2.2.32R applies to a *TP UCITS qualifier* to the same extent as that *rule*; and
- (4) to the extent that an enactment, other than a *rule*, applies to both a *TP firm* and a *firm* with a *Part 4A permission* granted by the *FCA* or *PRA*, *guidance* on, or in connection with, that enactment (or relevant part of that enactment) applies to a *TP firm* to the same extent as it applies to a *firm* with *Part 4A permission* granted by the *FCA* or *PRA*. To the extent an enactment is modified for the purposes of the *EU Exit Passport Regulations*, *guidance* on, or in connection with, that enactment must be read subject to those modifications. This provision

2.2.35A

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A *TP firm* should refer to the provisions listed below, which identify the *rules* and *guidance* in their sourcebooks that came into force after *IP completion day* and in respect of which special provision has been made to apply them to *TP firms*.

- PRIN 3.1.13R,
- COBS 1.1.1CR,
- COBS 2.2.-1R,
- COBS 4.12A.3R
- COBS 4.12B.1R
- COBS 10.1.2R,
- COBS 14.3.1R
- and ■ COBS 22.6.1R,
- [deleted]
- ICOBS 1 Annex 1, Part 1, Who? (paragraph 7)
- PROD 1.3.1AR
- and
- PROD 1.4.1-AR
- SUP 16.28.7R
- SUP 16.1.3R,
- SUP 16.27.2R
- and ■ SUP 16.27.8R
- CONC 5D.1.1AG
- CONC 5D.3.4R to ■ CONC 5D.3.11G
- CONC 7.2.2AG
- CONC 7.2.4R and ■ CONC 7.2.5G
- CONC 7.3.4AG and ■ CONC 7.3.4BR
- CONC 7.3.5AG to ■ CONC 7.3.5JG
- CONC 7.3.13AG
- CONC 7.3.17AR
- CONC 7.3.20G to ■ CONC 7.3.22G and
- CONC 7.7.6G

applies mutatis mutandis to *guidance* which applies to a *TP UCITS* *qualifier*.

2.2.36

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Purpose

- (1) The approach to what rules apply to *TP firms* is broadly to apply *rules* to *TP firms* which applied to them immediately prior to *IP completion day*, whether those rules applied in the United Kingdom (as was the case for *host state rules*) or, where rules are directive-based, in the *firm's Home State* or, where relevant under an *EU* measure in relation to which the law of the country of origin applies, the state where the establishment is located and from which the *firm's* service is provided.
- (2) The Glossary definitions of *TP firm* and *temporary permission* each now apply in practice only to *firms* that have entered the financial services contracts regime set out in Part 6 of the *EU Exit Passport Regulations*.
- (3) ■ GEN 2.2.26R (1) and ■ GEN 2.2.33R refer to "a *rule* which imposed an obligation on a *person*". This is to distinguish a *rule* which imposes substantive obligations from a *rule* which sets out the application of *rules*.
- (4) ■ GEN 2.2.26R to ■ GEN 2.2.35R apply *rules* and *guidance* to *firms* which before *IP completion day* had passporting rights by virtue of the Treaty on the Functioning of the European Union, or of that Treaty as applied by the Agreement on the European Economic Area signed at Oporto on 2 May 1992 whose parties consist of the EEA States.
- (5) The application of *rules* and *guidance* to *TP firms* must be read in the light of the purpose of *temporary permission* under Part 6 of those Regulations, which is to allow *TP firms* to continue to carry on *regulated activities* in the *United Kingdom*, or of the purpose of the temporary recognition regime for *TP UCITS qualifiers* to continue to market funds in the *United Kingdom*. In each case that purpose takes into account that the legal framework underpinning cross border financial services has changed because the *Treaty*, EU regulations and EU directives no longer apply in the *United Kingdom* by virtue of EU law.
- (6) For a *TP firm* under Part 6 of the *EU Exit Passport Regulations* the scope of authorisation of an EEA-based *firm* which qualified for authorisation under Schedule 3 or 4 to the Act is preserved, but is now limited by what is permitted under regulation 33 or 40 of those Regulations (that is, activity necessary for the performance of a pre-existing contract). Those Regulations do not extend the means by which a *TP firm* can carry on *regulated activities* in the *United Kingdom*, which remain limited (leaving aside top-up permission) to those which were available under the Treaty on the Functioning of the European Union, for example, a *firm* carrying on *regulated activities* in the *United Kingdom* from an establishment outside of the EEA cannot rely upon this means to do so.
- (7) The General Rules also apply where *regulated activities* have been amended on *IP completion day*, because the purpose of *temporary permission* is to enable *TP firms* to continue to carry on such *regulated activities* in the *United Kingdom*.
- (8) Part 6 of the Collective Investment Schemes (Amendment etc.) (EU Exit) Regulations 2019 enables a *new sub-fund* to be a recognised scheme for the purposes of Part 17 of the Act in certain

circumstances. Therefore, the purpose of ■ GEN 2.2.32R(2) is to ensure that a *rule* applies to a *TP UCITS qualifier* in relation to a *new sub-fund* if that *rule* would have applied to the *sub-fund* had it been a scheme recognised under section 264 of the Act immediately before *IP completion day* (unless the contrary intention appears).

- (9) In relation to persons with *temporary EMI authorisation*, *temporary PI authorisation* and *temporary RAISP authorisation*, the specified directions, rules and guidance in ■ FEES 4A, 7C and 13A apply to them. In addition, in relation to those persons, rules and guidance in *DISP*, *SUP*, *PRIN* and *BCOBS* apply to them as they apply to *electronic money institutions*, *payment institutions* and *registered account information service providers* that are authorised or registered in the UK.
- (10) A person with *temporary EMI authorisation* is deemed to be an *authorised electronic money institution* in accordance with paragraph 12B of Part 1A of Schedule 3 to the *E-money and Payments Transitional Provisions Regulations*. As such, the provisions of the *Electronic Money Regulations* as amended by the *E-money and Payments Transitional Provisions Regulations* and subject to the exclusions set out in paragraph 7 of Part 1 and paragraph 12H of Part 1A of Schedule 3 to the *E-money and Payments Transitional Provisions Regulations* apply to such persons.
- (11) This paragraph applies to persons with *temporary PI authorisation* and *temporary RAISP registration*:
 - (a) a person with *temporary PI authorisation* is deemed to be an *authorised payment institution* in accordance with paragraph 26(4)(a)(i) of Part 3 of Schedule 3 to the *E-money and Payments Transitional Provisions Regulations*.
 - (b) a person with *temporary RAISP registration* is deemed to be a *Registered Account Information Service Provider* in accordance with paragraph 26(4)(a)(ii) of Part 3 of Schedule 3 to the *E-money and Payments Transitional Provisions Regulations*.
- (12) As such, the provisions of the *Payment Services Regulations* as amended by the *E-money and Payments Transitional Provisions Regulations* and subject to the exclusions set out in paragraph 19 of Part 2 and paragraph 32 of Part 3 of Schedule 3 to the *E-money and Payments Transitional Provisions Regulations* apply to persons to whom paragraph (11) applies.
- (13) The *Glossary* definitions of *temporary EMI authorisation*, *temporary PI authorisation* and *temporary RAISP registration* each now apply in practice only to persons that have entered the financial services contracts regime in accordance with regulation 12B and 26 of Parts 1A and 3 of Schedule 3 to the *E-money and Payments Transitional Provisions Regulations*.

2.2.37

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The effect of the General Rules

- (1) The approach in these *rules* is a general one and does not apply where a *rule* states explicitly that a different provision applies to such a *firm* or that position is stated in relation to the *rule*.
- (2) The *FCA* has decided in certain cases specifically to apply rules to *TP firms*, for example:
 - (a) in relation to the application of our Principles for Businesses (*PRIN*);
 - (b) in chapters 4A, 6, 7C, 7D and 13A, and at *rule* 5.1.1CR, of the Fees Manual (*FEES*);
 - (c) in the General Provisions (*GEN*) which relate to status disclosure;
 - (d) in the Client Assets sourcebook (*CASS*) at chapter 14;
 - (e) in the Compensation sourcebook (*COMP*);
 - (f) in chapters 1, 2 and 3 of the Dispute Resolution: Complaints sourcebook (*DISP*);
 - (g) in relation to the approved persons regime, such specific applications are largely to be found in the Supervision Manual (*SUP*) 10A; and
 - (h) in relation to the senior managers and certification regime, the main provisions so applied are listed in the Senior Management Arrangements, Systems and Controls sourcebook (*SYSC*) at ■ SYSC 23.3.3G.
- (3) The effect of ■ GEN 2.2.26R(1) and ■ GEN 2.2.32R also includes a *rule* which applied immediately before *IP completion day* to a *firm's* activity beyond the activity that was its permitted activity under Schedule 3 (or its permitted activity under Schedule 4 to the *Act* or beyond the activity that was permitted under paragraph 2(1) of Schedule 5 to the *Act*). For example, where such a *firm* had a *Part 4A permission* for that other activity before *IP completion day* (i.e. it had a top-up permission).
- (4) None of ■ GEN 2.2.26R(1), ■ GEN 2.2.26R(2) and ■ GEN 2.2.32R prevent changes being made to the *rules* that apply to such *firms* on and after *IP completion day*.
- (5) ■ GEN 2.2.26R(2) refers to a *rule* which deals with a matter which immediately before *IP completion day* was reserved to the *Home State* of the *firm*. These *rules* include both *rules* that under an *EU* directive are always the responsibility of that state, such as *rules* concerning the safeguarding of client assets, and also *rules* the responsibility for which depends on whether the service or activity takes place at a *branch* or establishment in a state other than the *Home State* of the *firm* or is provided cross border from a *branch* or establishment in the *Home State*. For example, it would cover all of the *rules* which implement the provisions which are the responsibility of the *Home State* under, as the case may be, article 34 or article 35 of *MIFID*. ■ GEN 2.2.26R(2)(b) and the words in (4) and (6) concerning the *EEA State* where the *TP firm* has its establishment will be applicable in a situation where an *EU* directive includes a country of origin provision (one which generally requires compliance with the law of the state where the establishment from which the service is

provided), such as the *E-Commerce Directive* or the *Distance Marketing Directive*. In that case ■ GEN 2.2.26R(2)(b) and the related words in (4) and (6) would apply to an *FCA rule* which deals with a matter reserved, under such a directive, to the law of the state where the *TP firm* has its establishment from which the service is provided, an example of which is the *rules* in ■ COBS 5.2.

- (6) The effect of ■ GEN 2.2.26R(2) is to apply a *rule* to the extent that the *rule* implemented an EU directive, notwithstanding that before *IP completion day* the matter was reserved to the *Home State* or to the state where the establishment from which the service is provided is situated. A *rule* which the *FCA* imposes by virtue of a national discretion set out in a directive is to be taken as a *rule* which implements a directive. Where a *TP firm's* home state or, where relevant, the country of origin of the *firm's* establishment exercises a national discretion expressly permitted by a directive not to apply a provision, which the *FCA* has chosen to apply through a *rule*, the *firm* has no need to comply with or apply the *rule* in question. To the extent a *rule* goes beyond what is necessary to implement a directive, it does not apply as a result of ■ GEN 2.2.26R(2). Therefore a more stringent *rule* applied by the *FCA* in relation to a minimum harmonisation EU directive would not be applied by ■ GEN 2.2.26R(2).
- (7) The General Rules set out in ■ GEN 2.2.26R to ■ 2.2.31G do not address EEA fund managers which only market funds in the *UK* without carrying on any *regulated activity* here (e.g. without managing any funds). The definition of *TP firm* does not include a *person* which was a recognised scheme under section 264 of the *Act* and a *person* which exercised its right only to market an *AIF* in the *UK* in accordance with Schedule 3 to the *Act*. *Persons* when only marketing are defined for these *rules* and *guidance* as *TP UCITS qualifiers* and *TP AIFM qualifiers*, and are covered by ■ GEN 2.2.32R, ■ 2.2.33R, ■ 2.2.34R and ■ 2.2.35R.
- (8) An example of a matter falling within ■ GEN 2.2.28R(1) or ■ GEN 2.2.34R(1) may be a *rule* which on *IP completion day* (as a result of an amendment made under the European Union (Withdrawal) Act 2018) then only refers to membership of a *UK* professional body. Where ■ GEN 2.2.28R(1) or ■ GEN 2.2.34R(1) applies, the *firm* may treat the *rule* in question as if it continued to refer to an EEA professional body.
- (9) In determining the *rules* that apply to them by virtue of ■ GEN 2.2.26R(1), *TP firms* may as a starting point find it helpful to refer to the table in ■ SUP 13A Annex 1 (Rules that apply to incoming EEA firms) as it applied immediately before *IP completion day*. However, the table will not apply in its entirety to each *TP firm*, for example, because a *TP firm* with top-up permission (see paragraph (3)) needs to continue to comply with *rules* that apply in relation to that activity, and specified *rules* referred to in the table were deleted on *IP completion day* and are not applied by the General Rules as set out in ■ GEN 2.2.27R(2)), namely those in *COMP* and ■ FEES 6.
- (10) In determining the *rules* that apply to them by virtue of ■ GEN 2.2.26R(2), *TP firms* may as a starting point find it helpful to refer to the table in ■ SUP 13A Annex 2G (Matters reserved to the home state) as it applied immediately before *IP completion day*.

(11) [deleted]

Rules and guidance applying while a firm has temporary permission – tied agents

2.2.38

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- (1) A *tied agent* that is an *appointed representative* may not start to act as a *tied agent* until it is included on the *Financial Services Register* (see section 39(1A) of the Act).
- (2) To ensure that a *tied agent* is included on the *Financial Services Register*, a *TP firm* should complete the Appointed representative appointment form in ■ SUP 12 Annex 3R when appointing a *tied agent* to carry on *MiFID* business on its behalf in the *United Kingdom*.
- (3) A *TP firm* that terminates its relationship with a *tied agent* that was required to be notified to the *FCA* should complete the Appointed representative termination form in ■ SUP 12 Annex 5R to have that *tied agent* removed from the *Financial Services Register*.

TP firms that enter the financial services contracts regime under Part 6 of the EU Exit Passport Regulations

2.2.39

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- (1) As the definitions of *TP firm* and *temporary permission* also include *TP firms* under Part 6 of the *EU Exit Passport Regulations*, the rules and guidance in ■ GEN 2.2.26R to ■ GEN 2.2.35G also apply to *firms* which enter the financial services contracts regime set out in Part 6 of those *Regulations* after *IP completion day* having been in *temporary permission* under Part 3 of those *Regulations*, or which become *TP firms* under regulation 32 of those *Regulations*.
- (2) The application of rules and guidance to *TP firms* under Part 6 of the *EU Exit Passport Regulations* must be read in the light of the purpose of *temporary permission* under Part 6 of those *Regulations*, which is to enable such a *TP firm* to run down its regulated business in the *United Kingdom*. Regulation 33 or 40 of the *EU Exit Passport Regulations* sets out the scope of permitted activities, which is generally those *regulated activities* previously within the scope of the *firm's* passport, necessary to perform a pre-existing contract (as defined in regulation 46 of the *EU Exit Passport Regulations*).
- (3) Accordingly, the rules and guidance in ■ GEN 2.2.26R to ■ 2.2.31G, and ■ 2.2.35R to ■ 2.2.37G continue to apply where a *TP firm* leaves *temporary permission* under Part 3 of the *EU Exit Passport Regulations* and then enters *temporary permission* under Part 6 of the *EU Exit Passport Regulations*, namely, where the person falls within regulation 31, 37 or 38 of the *EU Exit Passport Regulations*. The same is true for a *TP firm* which leaves *temporary permission* under regulation 28 of the *EU Exit Passport Regulations* and then enters *temporary permission* under regulation 39 of those *Regulations*.
- (4) In those cases, ■ GEN 2.2.27R has the effect that any changes referred to in that rule, which happen between *IP completion day* and when the person enters *temporary permission* (notwithstanding that they were previously in *temporary permission*) under the regulation in question, apply to the *TP firm*. This also applies to a *TP firm* which

enters *temporary permission* for the first time under regulation 32 of the *EU Exit Passport Regulations*.

- (5) Where a *TP firm* enters *temporary permission* under regulation 32 of the *EU Exit Passport Regulations*, a rule referred to in ■ GEN 2.2.26R(1) once again applies to that *person*, together with any changes referred to in paragraph (3). The *rules* applied by ■ GEN 2.2.26R(2) to such a *TP firm* apply together with any changes referred to in paragraph (3).

2.3 General saving of the Handbook for Gibraltar

Continued application of the Handbook with respect to Gibraltar

2.3.1

R

- (1) The *FCA Handbook* shall, after *IP completion day*, be construed, unless the contrary intention appears, as conferring rights and imposing obligations in relation to or in connection with Gibraltar corresponding to those that existed immediately before *IP completion day*.
- (2) Accordingly, any provision of these *rules* which immediately before *IP completion day* applied in relation to or in connection with Gibraltar shall, with any necessary modifications to give effect to that corresponding right or obligation, continue to apply after *IP completion day*; and any provision which did not so apply shall continue not to apply, unless provision indicating the contrary intention is made.
- (3) In ■ GEN 2.3, a reference to “Gibraltar” includes, but is not limited to, rights or obligations conferred or imposed in relation to or in connection with *Gibraltar-based firms*, public institutions established, *persons* resident and *body corporates* incorporated in Gibraltar, and activities of *firms* in Gibraltar.
- (4) A *Gibraltar-based firm* with *permission for funeral plan provision activity* or *funeral plan distribution* must comply with the relevant *Handbook* provisions relating to *regulated funeral plan activity*.

Extent of guidance applying in relation to or in connection with Gibraltar

2.3.2

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- (1) *Guidance* which, immediately before *IP completion day*, was *guidance* on or in connection with a *rule* to which, on and after *IP completion day*, ■ GEN 2.3.1R applies, shall, with any necessary modifications, continue to apply on and after *IP completion day* in relation to or in connection with Gibraltar to the same extent as the *rule*, unless provision indicating the contrary intention is made.
- (2) *Guidance* which, immediately before *IP completion day*, was *guidance* on or in connection with an enactment other than a *rule*, shall continue to apply on and after *IP completion day* in relation to or in connection with Gibraltar to the same extent as the enactment continues to apply in relation to or in connection with Gibraltar.

2.3.3

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Purpose of GEN 2.3.1R and GEN 2.3.2R

- (1) The purpose of ■ GEN 2.3.1R and ■ GEN 2.3.2R is to ensure that the *rules* and *guidance* that apply in relation to or in connection with Gibraltar before *IP completion day* continue to apply in the same way after *IP completion day*, notwithstanding amendments made to the *FCA Handbook* as a result of the *UK's* withdrawal from the *EU*.
- (2) Accordingly, any amendment to or deletion of a *rule* or *guidance* made to address a matter arising from the *UK's* withdrawal from the *EU* is to be disregarded to the extent it changed the application of a *rule* or *guidance* in relation to or in connection with Gibraltar.
- (3) As such, any *rule* or *guidance* that applied before *IP completion day* in relation to or in connection with a Gibraltar-based firm, a *person* resident in Gibraltar, a *body corporate* incorporated in Gibraltar, or the activities of a *firm* in Gibraltar will so apply after *IP completion day* with any necessary modifications, taking into account any other amendments made on *IP completion day*.
- (4) However, the approach in ■ GEN 2.3.1R is a general one, and as such that approach does not apply where a *rule* or *guidance* states explicitly that a different provision applies in relation to or in connection with Gibraltar or where a different position is explicitly stated in relation to a *rule* or *guidance*.
- (5) In ■ GEN 2.3.1R, the contrary intention should be construed in the light of regulations made under the *EUWA*. ■ GEN 2.3.1R is not intended to apply where the application of a *rule* or *guidance* in the *FCA Handbook* in relation to or in connection with Gibraltar would be contrary to the intention of regulations made under the *EUWA* or would have a result that is incompatible or inconsistent with the legislative scheme with which the *rule* or *guidance* is connected.
- (6) The *rules* and *guidance* are saved subject to any necessary modification to give effect to a right or obligation that corresponds to the right or obligation that existed before *IP completion day*. So, for example, where the removal of a reference to a matter in relation to Gibraltar could make it impracticable for a Gibraltar-based firm exercising market access rights by virtue of the *Gibraltar Order* to continue to comply with a *rule*, the *rule* should be construed as applying, to the extent necessary, as if it continued to refer to a matter in relation to Gibraltar.
- (7) An example of such a matter may be a *rule* which on and after *IP completion day* (as a result of an amendment made under the *EUWA*) refers only to the membership of a *UK* professional body. Where this is the case, a Gibraltar-based *firm* may treat the *rule* as if it continues to refer to a Gibraltar-based professional body, if that is necessary to correspond with the obligation that had effect in relation to the Gibraltar-based firm before *IP completion day*.
- (8) None of ■ GEN 2.3.1R or ■ GEN 2.3.2R prevents changes being made to *rules* and *guidance* that apply in relation to or in connection with Gibraltar after *IP completion day*.

| | | |
|-------|---|--|
| 2.3.4 | G | <p>Further guidance on GEN 2.3.1R and GEN 2.3.2R as they apply in relation to Gibraltar-based firms exercising market access rights by virtue of the Gibraltar Order</p> <p>(1) Where ■ GEN 2.3.1R and ■ GEN 2.3.2R apply in relation to a Gibraltar-based firm exercising market access rights by virtue of the <i>Gibraltar Order</i> and which carries on <i>regulated activities</i> outside of the scope of its entitlement, such as by virtue of a <i>Part 4A permission</i> (i.e. it has a top-up permission), <i>rules</i> and <i>guidance</i> will continue to apply to such a firm in respect of those activities by virtue of that <i>permission</i>.</p> <p>(2) Where ■ GEN 2.3.1R and ■ GEN 2.3.2R apply in relation to a Gibraltar-based firm exercising market access rights by virtue of the <i>Gibraltar Order</i>, in determining which <i>rules</i> and <i>guidance</i> could apply to them in the <i>UK</i>, such firms may, as a starting point, find it helpful to refer to the table in ■ SUP 13A Annex 1G (Rules that applied to incoming EEA firms) as it applied immediately before <i>IP completion day</i>. However, the table will not apply in its entirety to each such firm, if, for example, a <i>firm</i> has a <i>Part 4A permission</i> for other activities.</p> |
| 2.3.5 | G | <p>Exception for fee rates</p> <p>Provisions in <i>FEES</i> that immediately before <i>IP completion day</i> applied in relation to or in connection with Gibraltar shall continue to apply after <i>IP completion day</i>. The exceptions to this provision are the fee rates set out in <i>FEES</i> which may change each <i>fee year</i>.</p> |

Designated investment exchanges

| Introduction | |
|--|--|
| 1. | A <i>designated investment exchange</i> is an exchange appearing in the list of such exchanges in the <i>Glossary</i> . |
| Benefits of designation | |
| 2. | Under certain <i>rules</i> , <i>firms</i> may treat transactions effected on a <i>designated investment exchange</i> in the same way as transactions on <i>RIEs</i> (for example, see CASS 2). |
| Criteria for inclusion in the list of designated investment exchanges | |
| 3. | Before adding an investment exchange to the list of <i>designated investment exchanges</i> in the <i>Handbook</i> , the <i>FCA</i> will comply with all the requirements imposed by the <i>Act</i> in relation to the exercise of its rule-making powers. This will include consulting on the proposed amendment to the list. |
| 4. | In considering compatibility of the proposed addition with the <i>statutory objectives</i> , the <i>FCA</i> will determine whether the investment exchange provides an appropriate degree of protection for <i>consumers</i> having regard in particular to: <ul style="list-style-type: none"> (1) the relevant law and practice, including the regulatory framework in which the investment exchange operates, in the country or territory in which the investment exchange's head office is situated and any other relevant country or territory; and (2) the rules and practices of the investment exchange. |
| 5. | Only investment exchanges which do not carry on a <i>regulated activity</i> in the <i>United Kingdom</i> and are not <i>regulated markets</i> may be added to the list. This is because an investment exchange carrying on a <i>regulated activity</i> in the <i>United Kingdom</i> will need to apply for recognition as an <i>RIE</i> , or authorisation, and because a regulated market is usually treated in the same way as an <i>RIE</i> in the <i>rules</i> . |
| Applications to be added to the list of designated investment exchanges | |
| 6. | An application to be added to the list should be in writing and delivered to the <i>FCA</i> by: <ul style="list-style-type: none"> (1) post to: <ul style="list-style-type: none"> The Financial Conduct Authority 12 Endeavour Square London E20 1JN; or (2) leaving the application at that address. |
| 7. | In support of the application, an investment exchange should provide information on the questions set out in the table below. |
| 8. | An application will not be considered by the <i>FCA</i> until the application fee has been paid. See FEES 3.2 |
| Designated investment exchange questionnaire | |
| 1 | In what way are members subject to formal supervision by the exchange or another supervisory or regulatory body? Describe how capital resources of members are monitored on an ongoing basis and how this is related to business done. |

| Designated investment exchange questionnaire | |
|--|---|
| 2 | What powers does the exchange or any other supervisory or regulatory body have to intervene in a member's business in the event of misconduct, financial difficulties or otherwise? |
| 3 | What are the clearing arrangements of the exchange? How does the exchange ensure performance of a contract between its members? If relevant, what type of contract guarantee is available? |
| 4 | How is price information in respect of contracts effected on the exchange disseminated to investors, particularly those investors in the <i>United Kingdom</i> ? |
| 5 | What are the exchange's arrangements for reporting and recording of transactions effected on the exchange? Please describe. |
| 6 | Does the exchange, or any other supervisory or regulatory body, require members to segregate the money and assets of the member's <i>clients</i> from the money and assets of the member? If so, please describe in outline how this operates. If not, are investors protected in any other way in the event of the insolvency of a member or the exchange? |
| 7 | Does the exchange have procedures for the investigation of complaints? Please describe what they are. |
| 8 | Does the exchange classify the different contracts traded on it in terms of liquidity? Is it possible to identify certain contracts which are more liquid than others and in which a ready market might be considered to exist? |

[deleted]

Chapter 2A

Interpreting the Handbook and other documents during the implementation period



2A.1 Introduction

Application

- 2A.1.1 G This chapter applies to any *person* to whom any provision in the *FCA Handbook* applies and to any reader of the *Handbook*.
- 2A.1.2 G This chapter also applies in respect of instruments or documents issued by the *FCA* under an enactment that do not form part of the *FCA Handbook*. Accordingly, it applies to any *person* to whom such an instrument or document applies and to any reader of any such instrument or document.

Purpose

- 2A.1.3 G Section 1B of the EUWA makes cross-cutting provision to ensure that *UK* legislation gives effect to the implementation period at Part 4 of the withdrawal agreement. For example, it makes sure, where relevant, that the definition of “Member State” used in EU-derived legislation is treated as if it includes “the UK” and that references to “EU law” (however expressed) are read as a reference to such law so far as it is applicable to and in the *UK* by virtue of Part 4 of the withdrawal agreement. The effect of the EUWA is that these provisions also apply to *FCA Handbook rules* and other legislation (within the meaning of the EUWA) made by the *FCA*.
- 2A.1.4 G The purpose of this chapter is to confirm and explain that, during the implementation period, the entire *FCA Handbook* and other documents issued by the *FCA* should be read in light of section 1B of the EUWA.

Interpretation

- 2A.1.5 G In this chapter, the expression “EUWA” means the European Union (Withdrawal) Act 2018.
- 2A.1.6 G In this chapter the expressions “implementation period”, “EU-derived domestic legislation” and “enactment” have the same meaning as in the EUWA and the expressions “withdrawal agreement” and “IP completion day” have the same meaning as in the European Union (Withdrawal Agreement) Act 2020.

2A.2 Interpreting the Handbook and other documents during the implementation period

2A

2A.2.1

G

- (1) During the implementation period *rules*, directions (including *waivers*), guidance, statements of policy and/or procedure, and any other instrument or document made or issued by the *FCA* under an enactment should be read in light of section 1B of the EUWA.
- (2) This means that, until IP completion day, those things should be read as far as the context permits or requires as if:
 - (a) any reference to the “Treaties” or the “EU Treaties” as defined in section 1(2) to (4) (Interpretation) of the European Communities Act 1972, includes Part 4 of the withdrawal agreement (implementation period), other than that Part so far as it relates to, or could be applied in relation to, the Common Foreign and Security Policy;
 - (b) the *United Kingdom* were a member State of the *EU*;
 - (c) any reference to:
 - (i) *EU* law;
 - (ii) any particular *EU* Treaty or part of it;
 - (iii) any *EU* instrument, or other document of an *EU* entity or of the *EU*, or any part of any such instrument or document;
 - (iv) any part of *EU* law not falling within the (b) or (c);
 - (v) any tax, duty, levy or interests of the *EU*; or
 - (vi) any arrangement involving, or otherwise relating to, the *EU* of a kind not mentioned above,were a reference to any such thing so far as it is applicable to and in the *United Kingdom* by virtue of Part 4 of the withdrawal agreement;
 - (d) any reference (however expressed and subject to paragraph (a) of section 1B(3)(a) of the EUWA) to the European Communities Act 1972 were, or (as the case may be) included, a reference to that act as it continues to have effect by virtue of section 1A(2) to (4) of the EUWA;
 - (e) any reference (however expressed) to the area of the *EU* or of the *EEA* included the *United Kingdom*; and
 - (f) any reference (however expressed) to a citizen of the *EU* or a national of the *EEA* included a *United Kingdom* national (within the meaning given by article 2(d) of the withdrawal agreement).

2A

- (3) Such things should also be read in light of any additional modifications referred to in section 1B(3)(f) of the EUWA.

Chapter 3

FSA Fees: General Provisions

Chapter 4

Statutory status disclosure



4.1 Application

Who? What?

- 4.1.1R
- This chapter applies to every *firm* and with respect to every *regulated activity*, except that:
- (1) [deleted]

(2) [deleted]

(3) [deleted]

(4) [deleted]

(5) only ■ GEN 4.1 (Application) and ■ GEN 4.5 (Statements about authorisation and regulation by the appropriate regulator) apply in relation to *MiFID or equivalent third country business* and only where that *MiFID or equivalent third country business* is not business falling within paragraph 2 (Transactions between an MTF operator and its users), 3 (Transactions concluded on an MTF) or 4 (Transactions concluded on a regulated market) of Part 1 of ■ COBS 1 Annex 1; and

(6) only ■ GEN 4.1 (Application) and ■ GEN 4.5 (Statements about authorisation and regulation by the appropriate regulator) apply in relation to *administering a benchmark*.

Where?

- 4.1.2R
- GEN 4.3 (Letter disclosure) applies in relation to activities carried on from an establishment maintained by the *firm* (or by its *appointed representative*) in the *United Kingdom*, subject to ■ GEN 4.3.4 R (Exception: insurers). In relation to *regulated claims management activities*, ■ GEN 4.3 applies with respect to activity carried on in *Great Britain*, even if the establishment from which it is carried on is not located in the *UK* (see ■ PERG 2.4A).
- 4.1.2AR
- GEN 4.3 (Letter disclosure) applies to a *TP firm* in relation to activities carried on from an establishment maintained by the *TP firm* (or by its *appointed representative*) in the *United Kingdom*, or carried on by the *TP firm* (or its *appointed representative*) into the *United Kingdom* from an establishment that is not in the *United Kingdom*, subject to ■ GEN 4.3.4R (Exception: insurers).
- 4.1.3R
- GEN 4.4 (Business for private customers from non-UK offices) applies in connection with a *regulated activity* carried on from an establishment of the *firm* (or its *appointed representative*) that is not in the *United Kingdom*.

- 4.1.4

R

■ GEN 4.5 (Statements about authorisation and regulation by the *appropriate regulator*) applies in relation to activities carried on from an establishment maintained by the *firm* (or by its *appointed representative*) in the *United Kingdom*.
- 4.1.4A

R

■ GEN 4.5 (Statements about authorisation and regulation by the *appropriate regulator*) applies in relation to activities carried on from an establishment maintained by the *TP firm* (or by its *appointed representative*) in the *United Kingdom* or carried on by the *TP firm* (or its *appointed representative*) into the *United Kingdom* from an establishment that is not in the *United Kingdom*.

4.2 Purpose

- 4.2.1

G

This chapter requires the provision of appropriate minimum information about the identity of the regulator that authorised a *firm*. It also governs the way in which a *firm* may describe its regulation by the *appropriate regulator*.
- 4.2.1A

G

[deleted]
- 4.2.1B

G

This chapter builds upon *Principle 7* (Communications with clients), which requires a *firm* to pay due regard to the information needs of its *clients*. This assists in the achievement of the *statutory objectives*, including the *FCA's* strategic objective of ensuring that relevant markets function well and the consumer protection and integrity objectives.
- 4.2.1C

G
- 4.2.2

G

There are other pre-contract information requirements outside this chapter, including:

 - (1) for *financial promotions*, in the *financial promotion rules*;
 - (2) for *designated investment business*, in ■ COBS 8 and ■ COBS 8A (Client agreements), ■ COBS 5 (Distance Communications), ■ COBS 6 (Information about the firm, its services and remuneration), ■ COBS 13 and ■ 14 (which relate to product information) and CASS (Client assets);
 - (2A) for *PRIIPs*, a requirement under the *PRIIPs Regulation* to provide retail investors (as defined in that Regulation) with a *key information document*;
 - (3) for *non-investment insurance contracts*, distance communication requirements in ■ ICOBS 3, initial disclosure requirements in ■ ICOBS 4, disclosures relating to client needs and advice in ■ ICOBS 5 and product information requirements in ■ ICOBS 6;
 - (4) for *electronic commerce activities* carried on from an *establishment* in the *United Kingdom*, in ■ COBS 5.2, ■ ICOBS 3.2 and ■ MCOB 2.8;
 - (5) for *regulated mortgage contracts* and *home purchase plans*, initial disclosure requirements in ■ MCOB 4, pre-application disclosure requirements in ■ MCOB 5, and disclosure at the offer stage in ■ MCOB 6;

- (6) for *equity release transactions*, initial disclosure requirements in ■ MCOB 8.4, pre-application disclosure requirements in ■ MCOB 9.4 and disclosure at the offer stage in ■ MCOB 9.5;
- (7) for *regulated sale and rent back agreements*, initial disclosure requirements in ■ MCOB 4.11, pre-sale disclosure requirements in ■ MCOB 5.9 and disclosure at the offer stage requirements in ■ MCOB 6.9;
- (8) for *regulated credit agreements*, the pre-contract information requirements in the Consumer Credit (Disclosure of Information) Regulations 2010 (SI 2010/1013) and in the Consumer Credit (Disclosure of Information) Regulations 2004 (SI 2004/1481); and
- (9) for *regulated claims management activities*, the pre-contract information and other requirements in ■ CMCOB 4.2 and ■ CMCOB 4.3.



4.3 Letter disclosure

Disclosure in letters to retail clients

- 4.3.1

R

A *firm* must take reasonable care to ensure that every letter (or electronic equivalent) which it or its *employees* send to a *retail client*, with a view to or in connection with the *firm* carrying on a *regulated activity*, includes the disclosure in ■ GEN 4 Annex 1 R (firms that are not PRA-*authorised persons*) or GEN 4 Annex 1AR (PRA-*authorised persons*) as applicable.
- 4.3.1-A

R

A *TP firm* must take reasonable care to ensure that every letter (or electronic equivalent) which it or its *employees* send to a *retail client*, with a view to or in connection with the *TP firm* carrying on a *regulated activity*, includes the disclosure in, as the case may be:

(1) [deleted]

(2) for a *TP firm* under Part 6 of the *EU Exit Passport Regulations*, ■ GEN 4 Annex 1C 1.1R or ■ 1.2R (firms that are not PRA-*authorised persons*) or ■ GEN 4 Annex 1C 2.1R or ■ 2.2R (PRA-*authorised persons*).
- 4.3.1A

G

Where a letter covers both activities to which this sectionapplies and activities to which this sectiondoes not apply, the *firm* should comply with the *rules* in this chapter in relation to the business to which it applies.
- 4.3.1B

G

An example for ■ GEN 4.3.1A G would be where a letter covers business for which the *FCA* is the *competent authority* under the the UK provisions which implemented *IDD* and under the UK provisions which implemented *MiFID*.
- 4.3.2

G

[deleted]
- 4.3.2A

G

For a *UK domestic firm* that is not a *PRA-*authorised person**, the required disclosure in ■ GEN 4 Annex 1 R is "Authorised and regulated by the Financial Conduct Authority".
- 4.3.2B

G

For a *UK domestic firm* that is a *PRA-*authorised person**, the required disclosure in GEN 4 Annex 1AR is "Authorised by the Prudential Regulation

Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority".

4.3.3

G

- (1) ■ GEN 4.3.1 R (Disclosure in letters to retail clients) covers letters delivered by hand, sent by *post* and sent by fax and also electronic mail, but not text messages, account statements, business cards or compliment slips (used as such).
- (2) ■ GEN 4.3.1 R (Disclosure in letters to retail clients) applies in relation to letters sent by any of the *firm's employees*, which includes its *appointed representatives* and their *employees*.
- (3) *Firms* are likely to find it convenient to include the required disclosure in their letterhead.

Exception: insurers

4.3.4

R

■ GEN 4.3.1 R (Disclosure in letters to retail clients) does not apply in relation to:

- (1) *general insurance business* if the *State of the risk* is outside the *United Kingdom* and the *client* is not in the *United Kingdom* when the *contract of insurance* is entered into; or
- (2) *long-term insurance business* if the *client* is *habitually resident* outside the *United Kingdom* and is not present in the *United Kingdom* when the *contract of insurance* is entered into.

Exception: authorised professional firms

4.3.5

R

For an *authorised professional firm*, ■ GEN 4.3.1 R (Disclosure in letters to retail clients) does not apply with respect to its *non-mainstream regulated activities*.

Exception: use of third party processors in home finance and insurance distribution activities

4.3.6

R

- (1) Where a *firm* has outsourced activities to a *third party processor* other than *advising on life policies*, ■ GEN 4.3.1 R does not apply to that *third party processor* when acting as such, so long as the outsourcing *firm* ensures that the *third party processor* and its *employees* comply with that *rule* as if it was the *firm* and they were *employees* of the *firm*.
- (2) Where an *appointed representative* has outsourced *insurance distribution activities* other than *advising on life policies* or *home finance mediation activities* to a *third party processor*, ■ GEN 4.3.1 R does not apply to that *third party processor* when acting as such, so long as the *appointed representative's principal* ensures that the *third party processor* and its *employees* comply with that *rule* as if it was the *appointed representative* and they were the *employees* of the *appointed representative*.
- (3) Where an *appointed representative* of a *firm* is carrying on:

(a) *insurance distribution activities* other than *advising on life policies*; or

(b) *home finance mediation activities*;

which have been outsourced to it by the *firm*, ■ GEN 4.3.1 R does not apply to the *firm* when the *appointed representative* is carrying on the outsourced activities, so long as the *firm* ensures that the *appointed representative* and its *employees* comply with that *rule* as if it was the *firm* and they were *employees* of the *firm*.

Exception: credit firms

4.3.7

R

■ GEN 4.3.1 R (Disclosure in letters to retail clients) does not apply to a *credit firm* (other than a *firm* with a *limited permission*) with respect to the activity of *entering into a regulated credit agreement as lender* to which the *Consumer Credit Directive* would have applied if the activity had been carried on immediately before *IP completion day*.

4.3.8

G

A *credit firm* which carries on the activity of *entering into a regulated credit agreement as lender*, in respect of an agreement to which ■ GEN 4.3.1R (Disclosure in letters to retail clients) does not apply as a result of ■ GEN 4.3.7R is under an obligation to disclose pre-contract information in the form and to the extent required by the Consumer Credit (Disclosure of Information) Regulations 2010 (SI 2010/1013). *Firms* which carry on *credit broking* may take on the same obligation. A *credit firm* must also ensure specified information is included in *credit agreements* to which ■ GEN 4.3.1R (Disclosure in letters to retail clients) does not apply as a result of ■ GEN 4.3.7R in the form and to the extent required by the Consumer Credit (Agreements) Regulations 2010 (SI 2010/1014).

4.3.9

G

The effect of ■ GEN 4.3.7 R is that a *credit firm* in relation to a *regulated credit agreement* which would have been covered by the *Consumer Credit Directive* if the activity had been carried on immediately before *IP completion day* does not need to comply with ■ GEN 4.3.1 R in relation to those letters (or electronic equivalents) that accompany the information required under the Regulations referred to in ■ GEN 4.3.8 G.

4.3.10

G

■ GEN 4.3.7R and the *guidance* related to it are not relevant to *regulated activities* covered by a *limited permission* (see the "relevant credit activities" set out in paragraph 2G of Schedule 6 to the *Act*).



4.4 Business for retail clients from non-UK offices

4.4.1

R

- (1) If, in any communication:
- (a) made to:
 - (i) (in relation to a *non-investment insurance contract*) a *consumer*;
 - (ii) (in relation to a *home finance transaction*) a *customer*; or
 - (iii) (in all other cases) a *retail client*; and
 - (b) in connection with a *regulated activity* carried on from an establishment of the *firm* (or its *appointed representative*) that is not in the *United Kingdom*;
- the *firm* indicates that it is an *authorised person*, it must also, where relevant, and with equal prominence, give the information in (2) in writing.
- (2) The information required is that in some or all respects the *regulatory system* applying will be different from that of the *United Kingdom*. The *firm* may also indicate the protections and complaints or compensation arrangements available under another relevant system of regulation.
- (3) A *firm* need not provide the information required by (1) if it has already provided it in writing to the *customer* to whom the communication is made.

4.4.2

G

[deleted]

Exception

4.4.3

R

This section does not apply in relation to *regulated claims management activities* (but *firms* carrying on such activities in *Great Britain* will be subject to ■ GEN 4.3: see ■ GEN 4.1.2R).

4.5 Statements about authorisation and regulation by the appropriate regulator

Application

- 4.5.1

R

This section applies to a *firm*:

 - (1) communicating with a *customer*; or
 - (2) *communicating or approving a financial promotion* other than:
 - (a) a *financial promotion* that would benefit from an exemption in the *Financial Promotion Order* if it were *communicated* by an *unauthorised person*;
 - (b) a promotion of an *unregulated collective investment scheme* that would breach section 238(1) of the *Act* if made by an *authorised person* (*firms* may not *communicate or approve* such promotions).
- 4.5.1A

R

- (1) This section also applies to a *registered person communicating a financial promotion* relating to one or more *qualifying cryptoassets* (in reliance on the exemption in article 73ZA of the *Financial Promotion Order*).
 - (2) For the purpose of (1), references in this section to a *firm* include reference to a *registered person*.
- 4.5.1B

G

As *unauthorised persons, registered persons* must also ensure that they do not contravene section 24 of the *Act* (False claims to be authorised or exempt).
- 4.5.2

G

■ GEN 4.5.1 R (1) does not apply to a *firm* when communicating with an *eligible counterparty*.
- 4.5.2A

G

However, misleading statements by a *firm* when communicated with an *eligible counterparty* may involve a breach of *Principle 7* (Communications with clients) or Part 7 (Offences relating to financial services) of the Financial Services Act 2012, as well as giving rise to private law actions for misrepresentation.

| | | |
|--------|---|--|
| | | The duty |
| 4.5.3 | R | A <i>firm</i> must not indicate or imply that it is authorised by the <i>FCA</i> in respect of business for which it is not so authorised. |
| 4.5.3A | R | A <i>firm</i> must not indicate or imply that it is authorised by the <i>PRA</i> in respect of business for which it is not so authorised. |
| 4.5.4 | R | A <i>firm</i> must not indicate or imply that it is regulated or otherwise supervised by the <i>FCA</i> in respect of business for which it is not regulated by the <i>FCA</i> . |
| 4.5.4A | R | A <i>firm</i> must not indicate or imply that it is regulated or otherwise supervised by the <i>PRA</i> in respect of business for which it is not regulated by the <i>PRA</i> . |
| 4.5.5 | G | [deleted] |
| 4.5.6 | G | It is likely to be misleading for a <i>firm</i> that is not <i>authorised</i> by the <i>FCA</i> or <i>PRA</i> to state or imply that it is so <i>authorised</i> . It is also likely to be misleading for a <i>firm</i> to state or imply that a <i>client</i> will have recourse to the <i>Financial Ombudsman Service</i> or the <i>FSCS</i> where this is not the case. (3) [deleted] |
| 4.5.6A | G | As well as potentially breaching the requirements in this section, misleading statements by a <i>firm</i> may involve a breach of <i>Principle 7</i> (Communications with clients) or section Part 7 (Offences relating to financial services) of the <i>Financial Services Act 2012</i> , as well as giving rise to private law actions for misrepresentation. |

Statutory status disclosure

This rule applies to *firms* that are not *PRA-authorised persons*:

| | Type of firm | Required disclosure (Note 5) |
|-----|------------------------------------|---|
| (1) | UK domestic firm; or overseas firm | "Authorised and regulated by the Financial Conduct Authority" (Note 1) |
| (2) | [deleted] | |
| (3) | [deleted] | |
| (4) | Appointed representative of a firm | "[Name of appointed representative] is an appointed representative of [name of firm] which is [then continue with the required disclosure of the firm]" (Note 4) |

Note 1 = A *firm* must use the formulation "Financial Conduct Authority" and not the abbreviated formulation "FCA".

Note 2 [deleted]

Note 2a [deleted] *FCA*, in which case it must make disclosure (b).

Note 3 = If a *firm* offers to make details about the extent of its authorisation or regulation by the *FCA* available on request and a *customer* requests such details, it must provide those details in a way that is clear, fair and not misleading.

Note 4 = If the *appointed representative* has more than one *principal*, the disclosure must relate to the *principal* or *principals* responsible for the *regulated activity* or activities concerned. The required disclosure of the *firm* is that which would apply were the *firm* to make the disclosure under the *rules* applicable to it.

Note 5 = Any *firm* listed in this table is permitted to add words to the relevant required disclosure statement but only if the *firm* has taken reasonable steps to satisfy itself that the presentation of its statutory status will, as a consequence, be fair, clear and not misleading and be likely to be understood by the average member of the group to whom it is directed or by whom it is likely to be received. For example, an *authorised professional firm* may wish to make it clear that it is also regulated by its professional body.

Statutory status disclosure (PRA-authorised persons)

4

This rule applies to *firms* that are *PRA-authorised persons*:

| | Type of firm | Required disclosure (Note 5) |
|-----|---|---|
| (1) | UK domestic firm | "Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority" (Note 1) |
| (2) | overseas firm | "[Authorised and regulated by [name of the <i>overseas regulator</i> of the overseas firm in the jurisdiction of that overseas firm's registered office (or, if it has no registered office, its head of-office)]. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request." (Notes 1, 2, 3, and 3a) |
| (3) | [deleted] | |
| (4) | [deleted] | |
| (5) | <i>Appointed representative of a firm</i> | "[Name of <i>appointed representative</i>] is an <i>appointed representative</i> of [name of <i>firm</i>] which is [then continue with the required disclosure of the <i>firm</i>]" (Note 4) |
| (6) | Society of Lloyd's | "Authorised under the Financial Services and Markets Act 2000" |

Note 1 = A *firm* must use the formulation "Financial Conduct Authority" or "Prudential Regulation Authority" and not the abbreviated formulation "FCA" or "PRA" respectively.

Note 2 = An overseas firm is free to translate the name of its *Home State regulator* or *overseas regulator* into English if it wishes. In doing so, it must ensure that the State in which the regulator is based is clear.

Note 2a [deleted]

Note 3 = If a *firm* offers to make details about the extent of its authorisation by the *PRA* or regulation by the *FCA* or *PRA* available on request and a *customer* requests such details, it must provide those details in a way that is clear, fair and not misleading.

Note 3a = An overseas firm is only required to disclose its authorisation and/or regulated by an *overseas regulator* if it is so authorised and/or regulated.

Note 4 = If the *appointed representative* has more than one *principal*, the disclosure must relate to the *principal* or *principals* responsible for the *regulated activity* or activities concerned. The required disclosure of the *firm* is that which would apply were the *firm* to make the disclosure under the rules applicable to the *firm*.

Note 5 = Any *firm* listed in this table is permitted to add words to the relevant required disclosure statement but only if the *firm* has taken reasonable steps to satisfy itself that the presentation of its statutory status will, as a consequence, be fair, clear and not misleading and be likely to be understood by the average member of the group to whom it is directed or by whom it is likely to be received.

Statutory status disclosure (TP firms) [deleted]

[deleted]

Statutory status disclosure (TP firms under Part 6 of the EU Exit Passport Regulations)

TP firms under Part 6 of the EU Exit Passport Regulations that are not PRA-authorised persons
This rule applies to *TP firms* under Part 6 of the *EU Exit Passport Regulations* that are not *PRA-authorised persons* in relation to activities carried on by them or their *appointed representatives* from establishments in the *United Kingdom*:

| Type of firm | | Required disclosure (Note 2) |
|--------------|--|---|
| (1) | A <i>TP firm</i> under Part 6 of the <i>EU Exit Passport Regulations</i> without a top-up permission | "Deemed authorised and regulated by the Financial Conduct Authority. Details of the Financial Services Contracts Regime, which allows EEA-based firms to operate in the UK for a limited period to carry on activities which are necessary for the performance of pre-existing contracts, are available on the Financial Conduct Authority's website." (Notes 1, 3 and 4) |
| (2) | A <i>TP firm</i> under Part 6 of the <i>EU Exit Passport Regulations</i> with a top-up permission | "Authorised by the Financial Conduct Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority. Details of the Financial Services Contracts Regime, which allows EEA-based firms to operate in the UK for a limited period to carry on activities which are necessary for the performance of pre-existing contracts, are available on the Financial Conduct Authority's website." (Notes 1, 3 and 4) |

This rule applies to *TP firms* under Part 6 of the *EU Exit Passport Regulations* that are not *PRA-authorised persons* in relation to activities carried on by them or their *appointed representatives* into the *United Kingdom* from an establishment that is not in the *United Kingdom*:

| Type of firm | | Required disclosure (Note 2) |
|--------------|--|---|
| (1) | A <i>TP firm</i> under Part 6 of the <i>EU Exit Passport Regulations</i> without a top-up permission | "Deemed authorised and regulated by the Financial Conduct Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Financial Services Contracts Regime, which allows EEA-based firms to operate in the UK for a limited period to carry on activities which are necessary for the performance of pre-existing contracts, are available on the Financial Conduct Authority's website." (Notes 1, 3 and 4) |
| (2) | A <i>TP firm</i> under Part 6 of the <i>EU Exit Passport Regulations</i> with a top-up permission | "Authorised by the Financial Conduct Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct |

| Type of firm | Required disclosure (Note 2) |
|--------------|---|
| | Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Financial Services Contracts Regime, which allows EEA-based firms to operate in the UK for a limited period to carry on activities which are necessary for the performance of pre-existing contracts, are available on the Financial Conduct Authority's website." (Notes 1, 3 and 4) |

TP firms that are PRA-authorised persons

This rule applies to *TP firms* under Part 6 of the *EU Exit Passport Regulations* that are *PRA-authorised persons*, in relation to activities carried on by them or their *appointed representatives* from establishments in the *United Kingdom*:

| Type of firm | Required disclosure (Note 2) |
|--|--|
| (1) A <i>TP firm</i> under Part 6 of the <i>EU Exit Passport Regulations</i> without a top-up permission | "Authorised and regulated by [name of the overseas regulator of the overseas firm in the jurisdiction of that overseas firm's registered office (or, if it has no registered office, its head office)]. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Financial Services Contracts Regime, which allows EEA-based firms to operate in the UK for a limited period to carry on activities which are necessary for the performance of pre-existing contracts, are available on the Financial Conduct Authority's website." (Notes 1, 3 and 4) |
| (2) A <i>TP firm</i> under Part 6 of the <i>EU Exit Passport Regulations</i> with a top-up permission | "Authorised and regulated by [name of the overseas regulator of the overseas firm in the jurisdiction of that overseas firm's registered office (or, if it has no registered office, its head office)]. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Financial Services Contracts Regime, which allows EEA-based firms to operate in the UK for a limited period to carry on activities which are necessary for the performance of pre-existing contracts, are available on the Financial Conduct Authority's website." (Notes 1, 3 and 4) |

This rule applies to *TP firms* under Part 6 of the *EU Exit Passport Regulations* that are *PRA-authorised persons* in relation to activities carried on by them or their *appointed representatives* into the *United Kingdom* from an establishment that is not in the *United Kingdom*:

| Type of firm | | Required disclosure (Note 2) |
|--------------|--|---|
| (1) | A <i>TP firm</i> under Part 6 of the <i>EU Exit Passport Regulations</i> without a top-up permission | <p>"Authorised and regulated by [name of the overseas regulator of the overseas firm in the jurisdiction of that overseas firm's registered office (or, if it has no registered office, its head office)]. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Financial Services Contracts Regime, which allows EEA-based firms to operate in the UK for a limited period to carry on activities which are necessary for the performance of pre-existing contracts, are available on the Financial Conduct Authority's website."</p> <p>(Notes 1, 3 and 4)</p> |
| (2) | A <i>TP firm</i> under Part 6 of the <i>EU Exit Passport Regulations</i> with a top-up permission | <p>"Authorised and regulated by [name of the overseas regulator of the overseas firm in the jurisdiction of that overseas firm's registered office (or, if it has no registered office, its head office)]. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Financial Services Contracts Regime, which allows EEA-based firms to operate in the UK for a limited period to carry on activities which are necessary for the performance of pre-existing contracts, are available on the Financial Conduct Authority's website."</p> <p>(Notes 1, 3 and 4)</p> |

Note 1 = A *firm* must use the formulation "Financial Conduct Authority" or "Prudential Regulation Authority" and not the abbreviated formulation "FCA" or "PRA" respectively.

Note 2 = Any *firm* listed in this table is permitted to add words to the relevant required disclosure statement but only if the firm has taken reasonable steps to satisfy itself that the presentation of its statutory status will, as a consequence, be fair, clear and not misleading and be likely to be understood by the average member of the group to whom it is directed or by whom it is likely to be received.

Note 3 = A "top-up permission" is a *Part 4A permission* granted to a *firm* which exercised passporting rights, but which activity was outside of the scope of its passport, i.e. where the *regulated activity* in question is not an activity which could be passported.

Note 4 = A *firm* is free to translate the name of its *Home State regulator* into English if it wishes. In doing so, it must ensure that the State in which the regulator is based is clear.

Chapter 5

Regulators' logos and the Key facts logo



5.1 Application and purpose

Application

5.1.1

G

This chapter contains:

- (1) *guidance for firms, authorised payment institutions, registered account information service providers and authorised electronic money institutions and their appointed representatives, agents or tied agents on the circumstances in which the FCA permits them to reproduce the FSA and FCA logos;*
- (2) *rules on the use by firms of the Key facts logo.*

Purpose

5.1.2

G

The FSA logo is a registered UK service mark, with number 2150560. The FCA logo is a registered UK service mark, with number 3213355. The Key facts logo is a registered Community trade mark, with the number EU3866688. All are the property of the FCA. They are also subject to copyright and may be used or reproduced with permission of the FCA only. If the FSA, FCA, or Key facts logos are reproduced or otherwise used by any person without such permission the FCA may seek to enforce its rights over its property through the Courts.

5.1.3

G

■ GEN 5 Annex 1 G is a general licence, which sets out the circumstances in which the FCA permits a *person* to whom this chapter applies to reproduce the FSA and Key facts logos. Such a *person* need not apply for an individual licence if it uses or reproduces the logos in accordance with the general licence.

5.1.3A

G

No general licence is granted by the FCA in respect of the FCA logo.

5.1.4

G

The FCA has no policy to allow use of the FSA or Key facts logos by a *person* to whom this chapter applies other than as set out in ■ GEN 5 Annex 1 G. If, however, such a *person* wishes to use or reproduce either of the logos other than in accordance with the general licence, it may apply to the FCA for an individual licence, giving full reasons why it considers the FCA should grant the licence.

The Key facts logo

5.1.5 **R** A *firm* must not use the Key facts logo other than as and when it is required or expressly permitted to be used by the *rules*, and in accordance with the general licence in ■ GEN 5 Annex 1 G.

5.1.6 **R** A *firm* must take all reasonable steps to ensure that its *representatives* do not use the Key facts logo other than as and when the logo is required to be used by the *rules*.

5.1.7 **R** A *firm* must take all reasonable steps to ensure that the Key facts logo is not reproduced on any document that the *firm*, or any *person* acting on its behalf, provides to a *customer* unless the reproduction is required by the *rules*.

The FSA logo

5.1.8 **R** A *firm* must not use the FSA logo (and must take all reasonable steps to ensure that its *representatives* do not use the FSA logo) in any communication with a *client* other than in accordance with the general licence in ■ GEN 5 Annex 1 G or any individual licence granted by the *FCA* to the *firm* or its *representatives*.

5.1.9 **G** The general licence in ■ GEN 5 Annex 1 G to use the FSA logo will continue till 1 April 2014 whereupon the general licence is revoked by ■ GEN 5 Annex 1 G, 7.1.

The FCA logo

5.1.10 **R** A *firm* must not use the FCA logo (and must take all reasonable steps to ensure that its *representatives* do not use the FCA logo) in any communication with a *client* other than in accordance with any individual licence granted by the *FCA* to the *firm* or its *representatives*.

5.1.11 **R** ■ GEN 5.1.10 R also applies to a *registered person communicating a financial promotion* relating to one or more *qualifying cryptoassets* (in reliance on the exemption in article 73ZA of the *Financial Promotion Order*). The reference in that *rule* to a *firm* must be read accordingly.

Licence for use of the FSA and Key facts logos

Application

- 1.1 The FCA grants this licence to *firms, authorised payment institutions, authorised electronic money institutions, appointed representatives, agents and tied agents*.

The FSA logo

- 2.1 The FSA logo is made up of two elements which together make up the registered UK service mark, with number 2150560:
- (1) the symbol (the scroll and globe device); and
 - (2) the FSA letters.
- 2.2 The Key facts logo is made up of two elements which together make up the registered Community trade mark, with number E3866688:
- (1) the symbol (the rectangular speech bubble); and
 - (2) the word 'Key facts'.
- 2.3 There are two versions of the FSA logo, version A and a smaller version B in which the scroll has been simplified. There are two versions of the Key facts logo, a low resolution version and a high resolution version.
- 2.4 Copyright subsists in the FSA logo.
- 2.5 Copies of the FSA logo that are capable of being reproduced for printing can be found on the FCA's website at www.fca.org.uk

Permission to use the FSA logo

- 3.1 A UK domestic firm, its appointed representatives and tied agents, an authorised payment institution and its agents and an authorised electronic money institution and its agents are permitted to use the FSA logo:
- (1) as part of a statement by that person, in a letter or electronic equivalent, that it or, in relation to an appointed representative, agent or tied agent, its principal, is authorised and regulated by the FSA; or
 - (2) if required to do so by the FCA.
- 3.1A [deleted]
- 3.2 The disclosure required by GEN 4.3.1 R (Disclosure in letters to retail clients) as continued in GEN TP 1.3(3).13 is an example of a statement within paragraph 3.1 above.
- 3.3 Business cards, compliment slips, text messages, account statements and other similar documents are not letters (or electronic equivalents). Therefore, the licence does not extend to documents such as these.

Permission to use the Key facts logo

- 3A.1 A firm, its appointed representatives and tied agents are permitted to use the Key facts logo as and when it is required or permitted to be used by the rules.
- 3A.2 The following are examples of places where the rules require or permit the Key facts logo to be used:

- (1) [deleted]
- (2) In *ICOB*S:
 - (a) [deleted]
 - (b) in a *policy summary*; and
 - (c) in a *key features* as an alternative to a *policy summary*.
- (3) In *MCOB*
 - (a) [deleted]
 - (b) in an *illustration* (MCOB 5.6.2 R and MCOB 9.4.2 R); and
 - (c) in a risks and features statement (MCOB 4.10.11 R) and financial information statement (MCOB 5.8.7 R).

Conditions on appearance of the FSA logo

- 4.1 The permission in paragraph 3.1 is subject to the following conditions:
- (1) the regulatory mark is attached to the FSA logo;
 - (2) the FSA logo and regulatory mark appear in black type, or reversed out white on a coloured background;
 - (3) the FSA letters appear in type which is not more than three times the size of the accompanying script;
 - (4) the two elements of the FSA logo appear together in the same way, and in the same proportion, as in the registered service mark;
 - (5) the FSA logo is not redrawn in any way, or matched by a typesetter;
 - (6) version B of the FSA logo is used only at sizes below 10 mm in overall height; and
 - (7) if the FSA logo is reproduced electronically, no hyperlink is incorporated.

Conditions on appearance of the Key facts logo

- 4A.1 The permission in paragraph 3A.1 is subject to the following conditions:
- (1) the regulatory mark (®) is attached to the Key facts logo;
 - (2) the Key facts logo and regulatory mark appear:
 - (a) in black type;
 - (b) reversed out white on a coloured background; or
 - (c) in colour provided that this does not diminish their prominence;
 - (3) the two elements of the Key facts logo appear together in the same way, and in the same proportion, as in the Community trade mark;
 - (4) the Key facts logo is not redrawn in any way, or matched by a typesetter;

| | | |
|---|---|--|
| | (5) | the low resolution version of the Key facts logo is used only in documents intended to be read on a computer, television or other screen; and |
| | (6) | if the Key facts logo is reproduced electronically, no hyperlink is incorporated. |
| Further conditions on the use of the FSA and Key facts logos | | |
| 5.1 | The permissions in paragraphs 3.1 and 3A.1 are also subject to the conditions that any material, whether produced on paper or electronically, on which the FSA or Key facts logos are displayed does not: | |
| | (1) | in any way imply that the <i>FCA</i> is endorsing the licensee or its products, services or communications (see also GEN 1.2.2 R (1)); or |
| | (2) | misrepresent the licensee's relationship with the <i>FCA</i> or present false information about the <i>FCA</i> ; or |
| | (3) | contain content that could be construed as distasteful, offensive or controversial; or |
| | (4) | infringe any intellectual property or other rights of any <i>person</i> or otherwise not comply with any relevant law or regulation. |
| 6.1 | [deleted] | |
| Commencement and duration | | |
| 7.1 | This licence comes into effect on 1 May 2003 except that in relation to the Key facts logo it comes into effect on 6 November 2006. In relation to the FSA logo, this licence ceases to have effect and is revoked on 1 April 2014. | |
| 7.2 | The <i>FCA</i> may alter or revoke this licence at any time, by giving at least two months' notice on the <i>FCA</i> 's website. | |
| Interpretation | | |
| 8.1 | This licence is to be interpreted in accordance with chapter 2 of the General provisions (Interpreting the Handbook) of the <i>Handbook</i> . In particular, expressions in italics are defined in the Handbook Glossary. | |
| Governing law and jurisdiction | | |
| 9.1 | This licence is governed by and interpreted in line with English law. The courts of any jurisdiction in the United Kingdom have the exclusive jurisdiction to settle any dispute in connection with this licence. | |

Chapter 6

Insurance against financial difficulties



6.1 Payment of financial penalties

Application

- 6.1.1 R This chapter applies to every *firm*, but only with respect to business that can be regulated under section 137A (The FCA's general rules) of the *Act*.
- 6.1.2 G For the purposes of ■ GEN 2.2.17 R (Activities covered by general rules), the chapter applies to *regulated* and *unregulated activities* carried on in the *United Kingdom* or overseas. In relation to *regulated claims management activities* and *ancillary activities*, this chapter applies with respect to activity carried on in *Great Britain*, even if the establishment from which it is carried on is not located in the *UK* (see ■ PERG 2.4A).

Purpose

- 6.1.3 G The purpose of this section is to ensure that financial penalties are paid by the *person* on whom they are imposed.

Interpretation

- 6.1.4 R In this chapter 'financial penalty' means a financial penalty that the *FCA* has imposed, or may impose, under the *Act*. It does not include a financial penalty imposed by any other body.

Payment of a penalty imposed on an employee

- 6.1.4A R No *firm*, except a *sole trader*, may pay a financial penalty imposed by the *FCA* on a present or former *employee*, *director* or *partner* of the *firm* or of an *affiliated company*.

Insurance against financial penalties

- 6.1.5 R No *firm* may enter into, arrange, claim on or make a payment under a *contract of insurance* that is intended to have, or has or would have, the effect of indemnifying any *person* against all or part of a financial penalty
- 6.1.6 R The *Society*, *managing agents* and *members' agents* must not cause or permit any *member*, in the conduct of his *insurance business* at Lloyd's, to enter into, arrange, claim on or make a payment under a *contract of insurance* that is intended to have, or has or would have, the effect of indemnifying any *person* against all or part of a financial penalty.

6.1.7

G

■ GEN 6.1.4A R, ■ GEN 6.1.5 R and ■ GEN 6.1.6 R do not prevent a *firm* or *member* from entering into, arranging, claiming on or making any payment under a *contract of insurance* which indemnifies any *person* against all or part of the costs of defending *FCA* enforcement action or any costs they may be ordered to pay to the *FCA* .

Chapter 7

Charging consumers for telephone calls



7.1 Application

Who? Where?

7.1.1 R This chapter applies to a *firm* carrying on activities from an establishment in the *United Kingdom*. In relation to *regulated claims management activities*, this chapter applies with respect to activity carried on in *Great Britain*, even if the establishment from which it is carried on is not located in the *UK* (see ■ PERG 2.4A).

What?

7.1.2 R This chapter applies where a *firm* operates a telephone line for the purpose of enabling a *consumer* to contact the *firm* in relation to a contract that has been entered into with the *firm* in the course of, or in connection with:

- (1) *regulated activities*; or
- (2) *payment services*.

MiFID firm exception

7.1.3 R This chapter does not apply for telephone lines provided in respect of contracts relating to the *MiFID business* of a *firm*.

Payment services exception

7.1.4 R This chapter does not apply to telephone lines which:

- (1) enable *payment service users* to request information to which paragraph (2) of regulation 56 of the *Payment Services Regulations* applies; or
- (2) relate to the termination of a *framework contract*, unless:
 - (a) the *framework contract* was concluded either for a fixed period of more than 12 *months* or for an indefinite period; and
 - (b) at least 12 *months* of the *framework contract* have expired.

| | | |
|-------|----------|--|
| | | Complaints exception |
| 7.1.5 | R | This chapter does not apply for telephone lines provided by a <i>respondent</i> for the purpose of enabling an <i>eligible complainant</i> to submit a <i>complaint</i> . |
| 7.1.6 | G | ■ DISP 1.3 contains rules that apply for telephone lines provided by <i>respondents</i> for the purpose of enabling <i>eligible complainants</i> to submit <i>complaints</i> to a <i>respondent</i> . |
| | | Application to firms carrying on credit-related regulated activities |
| 7.1.7 | G | An effect of ■ GEN 7.1.1R and ■ GEN 7.2.1R is that this chapter applies for contracts by which a <i>firm</i> provides, or agrees to provide, <i>credit broking</i> services. In particular, this chapter applies where a telephone line is operated by a <i>credit broker</i> so that following the entry into a contract for the provision of <i>credit broking</i> services, a <i>customer</i> is able to contact the <i>firm</i> with a view to entering into a <i>credit agreement</i> or a <i>consumer hire agreement</i> . |
| | | Related consumer credit rules |
| 7.1.8 | G | <p>The following provisions of <i>CONC</i> continue to apply where a <i>firm</i> operates a telephone line in respect of the relevant credit-related regulated activities but the <i>call charges rule</i> does not apply (for example, where a telephone line is operated for the purpose of enabling a consumer to contact the <i>firm</i> before a contract has been entered into):</p> <ol style="list-style-type: none"> (1) ■ CONC 2.5.8R and ■ CONC 2.5.9G (unfair business practices: credit broking); (2) ■ CONC 2.6.3R and ■ CONC 2.6.4G (unfair business practices: debt counselling, debt adjusting and providing credit information services); (3) ■ CONC 3.3.9G (financial promotions and communications); (4) ■ CONC 3.9.5R and ■ CONC 3.9.6G (financial promotions and communications in relation to debt counselling and debt adjusting); (5) ■ CONC 7.9.5R (arrears, default and recovery); and (6) ■ CONC 8.7.6R (charging for debt counselling, debt advice and related services). |
| | | Regulated benchmark administrators |
| 7.1.9 | R | This chapter does not apply to telephone lines provided in respect of contracts relating to a <i>firm's administration of a benchmark</i> . |



7.2 Call charges

Call charges rule

- 7.2.1 R A *firm* which operates a telephone line for the purpose of enabling a *consumer* to contact the *firm* in relation to a contract that has been entered into with the *firm*, must not bind the *consumer* to pay more than the basic rate for the telephone call.
- 7.2.2 G The contract entered into with the *firm* may be in writing or otherwise.

Meaning of basic rate

- 7.2.3 R For the purposes of the *call charges rule*, the basic rate is the simple cost of connection and must not provide the *firm* with a contribution to its costs or revenues.
- 7.2.4 R The following numbers, if used by *firms*, would comply with the *call charges rule*:
 - (1) geographic numbers or numbers which are always set at the same rate, which usually begin with the prefix 01, 02 or 03;
 - (2) calls which can be free of charge to call, for example 0800 and 0808 numbers; and
 - (3) standard mobile numbers, which usually begin with the prefix 07, provided that the *firm* ordinarily uses a mobile number to receive telephone calls.
- 7.2.5 R The following numbers, if used by *firms*, would not comply with the *call charges rule*:
 - (1) premium rate numbers that begin with the prefix 09;
 - (2) other revenue sharing numbers in which a portion of the call charge can be used to either provide a service or make a small payment to the *firm*, such as telephone numbers that begin with the prefix 084 or 0871, 0872 or 0873; and
 - (3) telephone numbers that begin with the prefix 0870 as the cost of making a telephone call on such numbers can be higher than a

geographic cost and will vary depending on the *consumer's* telephone tariff.

General Provisions

GEN TP 1 Transitional provisions

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force | (6) Handbook provision: coming into force |
|-----|---|-----|--|--|---|
| 5 | GEN 6.1 | R | <p>GEN 6.1 does not:</p> <p>(1) apply to an unamended <i>contract of insurance</i>, first entered into on or before 24 July 2003; or</p> <p>(2) prohibit a <i>firm</i> from claiming on, or making a payment under, a <i>contract of insurance</i>:</p> <p>(a) in connection with a financial penalty imposed by the FSA pursuant to a <i>warning notice</i> issued before 25 July 2003; or</p> <p>(b) first entered into between 25 July 2003 and 31 December 2003 in respect of a financial penalty imposed by the FSA by a <i>final notice</i> issued on or before 31 December 2003.</p> <p>(For these purposes only, a <i>contract of insurance</i> will be regarded as un-amended if:</p> <p>(i) it was amended on or before 24 July 2003; or</p> <p>(ii) it was amended after 24 July 2003, but the amendments did not affect the duration or scope of any indemnity against a financial penalty imposed by the FSA under the Act.)</p> | From 1 January 2004 | 1 January 2004 |
| 9 | GEN 5 An- | G | [expired] | | |

| (1) | (2) Mat- erial to which the trans- itional provi- sion applies | (3) | (4) Transitional provision | (5) Trans- itional provi- sion: dates in force | (6) Handbook provision: coming into force |
|-----|--|-----|----------------------------|---|--|
| | nex 1 G | | | | |
| 10 | GEN 4.3.1 R | R | [expired] | | |
| 11 | GEN 4.5 | R | [expired] | | |
| 12 | GEN 4 An- nex 1 R | R | [expired] | | |
| 13 | GEN 4.3.1 R, GEN 4 An- nex 1 R and GEN 4 An- nex 1A | R | [expired] | | |
| 14 | GEN 4.5.3 R and GEN 4.5.4 R | R | [expired] | | |
| 15 | Rules and direc- tions im- ple- menting <i>Mi- FID II</i> | R | [expired] | | |
| 16 | Rules and direc- tions im- ple- menting | G | [expired] | | |

| (1) | (2) Material to which the transi- tional provi- sion applies | (3) | (4) Transitional provision | (5) Trans- itional provi- sion: dates in force | (6) Handbook provision: coming into force |
|-----|---|-----|----------------------------|---|--|
| | Mi- FID II | | | | |

GEN TP 1.3 (4) Transitional Provisions applying to GEN only

The reference to "GEN 6.1" in the table above must be read as "GEN 6.1 and General Provisions 7 in the Handbook"

General Provisions

GEN TP 2

Transitional Provisions applying across the FCA Handbook and the PRA Rulebook

- (1) The purpose of these transitional provisions is to assist a smooth transition at cutover. They comprise various technical provisions that will apply across the whole *FCA Handbook* and *PRA Rulebook* and achieve results that most people would probably expect to apply in any event.
- (2) These transitional provisions consist of general transitional provisions, which apply at a high level of generality, and more specific transitional provisions in relation to record keeping and notification rules.
- (3) The more specific transitional provisions relating to record keeping and notification rules override the general transitional provisions. Both the general and the more specific transitional provisions do not apply if the context requires otherwise and are subject to any more specific transitional provision elsewhere in the *FCA Handbook* and *PRA Rulebook* relating to the matter.
- (4) Definitions for these transitional provisions, additional to those in the *Glossary*, are provided at paragraph 15 of the table.

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force | (6) Handbook provision: coming into force |
|-----|---|-----|---|--|---|
| 1 | Every provision in the <i>FCA Handbook</i> and <i>PRA Rulebook</i> , unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | Acts under pre-cutover provisions Anything done, or having effect as done, under or for the purposes of any pre-cutover provision has effect as if done under or for the purposes of any substantially similar provision in the <i>FCA Handbook</i> and <i>PRA Rulebook</i> . | From cutover | Cutover |
| 2 | Paragraph 1 | G | For example, a <i>firm</i> may rely on action to establish the best price, taken shortly before cutover for the purposes of the <i>FSA's</i> best execution rule, for the purposes of compliance with the <i>FCA's</i> best execution rule, even if the transaction is <i>executed</i> after cutover. | From cutover | Cutover |
| 3 | Every provision in the <i>FCA Handbook</i> and <i>PRA Rulebook</i> , unless the context otherwise requires and subject to any more specific trans- | R | Series of events If the application of any provision in the <i>FCA Handbook</i> or <i>PRA Rulebook</i> is dependent on the occurrence of a series of events, some of which occur before, and some of which | From cutover | Cutover |

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force | (6) Handbook provision: coming into force |
|-----|---|-----|---|--|---|
| | transitional provision relating to the matter | | occur after, cutover, the provision applies with respect to the events that occur after cutover. | | |
| 4 | [deleted] | | | | |
| 5 | Every provision in the <i>FCA Handbook</i> and <i>PRA Rulebook</i> , unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | Deemed references to pre-cutover provisions Any reference (express or implied) in a provision in the <i>FCA Handbook</i> or <i>PRA Rulebook</i> to a provision of or made under the Act is to be read (so far as the context permits and according to the context) as being or including, in relation to times, circumstances and purposes before cutover, a reference to any substantially similar pre-cutover provision. | From cutover | Cutover |
| 6 | Paragraph 5 | G | For example, SUP 11.6.4 R requires a <i>firm</i> authorised by the FCA to notify the FCA when a change in <i>control</i> , previously notified under SUP 11.4.2 R, has taken place. Such a <i>firm</i> must notify a change in <i>control</i> that takes place after cutover, even if previously notified under SUP 11.4.2 R as made by the FSA (and SUP 11.6.4 R is to be read as referring to that pre-cutover provision). | From cutover | Cutover |
| 7 | Every provision in the <i>FCA Handbook</i> and <i>PRA Rulebook</i> , unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | Time starting before cutover If, at cutover, time has begun to run for any purpose under any pre-cutover provision applicable to a <i>firm</i> or other person, then: (1) time will be regarded as having started to run, for the purposes of any substantially similar provision in the <i>FCA Handbook</i> or <i>PRA Rulebook</i> , when it started to run for that other purpose; and (2) the <i>firm</i> or other person will be relieved of its obligation to comply with the relevant pre-cutover provision if and to the extent that it complies with the substantially similar provision | From cutover | Cutover |

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force | (6) Handbook provision: coming into force |
|-----|---|-----|--|--|---|
| 8 | Paragraph 7 | G | as extended by this transitional provision. For example, certain <i>firms</i> were required to submit product sales data reports within 20 <i>business days</i> of the end of the quarter by SUP 16.11.3 R as made by the FSA. If the quarter end fell five days before cutover, the <i>firms</i> must still submit the report within 20 <i>business days</i> , but in accordance with SUP 16.7.8 R as made by the FCA. | From cutover | Cutover |
| 9 | Every <i>rule</i> in the <i>FCA Handbook</i> and <i>PRA Rulebook</i> requiring a record to be made or retained (see schedule 1), unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | Record keeping A <i>firm</i> or other person will not contravene a <i>rule</i> in the <i>FCA Handbook</i> or <i>PRA Rulebook</i> requiring a record to be made or retained to the extent that the <i>firm</i> or other person: (1) made a record of the matter before cutover in accordance with the <i>rule</i> or with a substantially similar pre-cutover provision applicable to the <i>firm</i> or other person; and (2) retains that record as if the <i>rule</i> was in force when the record was made. | From cutover | Cutover |
| 10 | Every <i>rule</i> in the <i>FCA Handbook</i> and <i>PRA Rulebook</i> requiring a record to be made or retained (see schedule 1), unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | G | This transitional provision makes specific provision, in relation to record keeping, for the matters covered by paragraph 1. It is included for clarity and overrides those general transitional provisions. | From cutover | Cutover |
| 11 | Every <i>rule</i> in the <i>FCA Handbook</i> and <i>PRA Rulebook</i> requiring a record to be made or retained (see schedule 1), unless the context otherwise requires and subject to any more specific transitional provision | R | A <i>firm</i> or other person must retain a record in accordance with a <i>rule</i> in the <i>FCA Handbook</i> or <i>PRA Rulebook</i> requiring a record of that sort to be retained, if the <i>firm</i> or other person was required to make and retain that record before cutover under a substantially similar pre-cutover provision applicable to the <i>firm</i> or other person. | From cutover | Cutover |

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force | (6) Handbook provision: coming into force |
|-----|---|-----|---|--|---|
| 12 | relating to the matter Paragraph 9 | G | This transitional provision makes specific provision, in relation to records, for the matters covered by paragraphs 5 and 7. It is included for clarity and overrides those general transitional provisions. | From cutover | Cutover |
| 13 | Every notification rule in the <i>FCA Handbook</i> and <i>PRA Rulebook</i> (see schedule 2), unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | Notification <i>A firm</i> (or its auditor, <i>appointed actuary</i> or <i>appropriate actuary</i>) or other person will not contravene a notification rule in the <i>FCA Handbook</i> or <i>PRA Rulebook</i> to the extent that notice of the relevant matter was given to the <i>FSA</i> before cutover in accordance with: (1) the notification rule; or (2) a substantially similar pre-cutover provision applicable to the <i>firm</i> or other person. | From cutover | Cutover |
| 14 | Paragraph 13 | G | This transitional provision makes specific provision, in relation to notifications, for the matters covered by paragraphs 1 and 3. It is included for clarity and overrides those general transitional provisions. | From cutover | Cutover |
| 15 | As paragraphs 1 to 14 | R | Definitions In these transitional provisions: (1) "pre-cutover provision" means a provision repealed or revoked by, or under, the Financial Services Act 2012 or a rule or guidance of the <i>FSA</i> , including (where the context permits) any relevant provision which it replaced before cutover; (2) "substantially similar" means substantially similar in purpose and effect; and (3) a reference to a "provision" in the <i>FCA Handbook</i> or <i>PRA Rulebook</i> means every type of provision, including <i>rules</i> , <i>guidance</i> , provisions in codes, and so on. | From cutover | Cutover |
| 16 | Paragraph 17 | G | Application for provisions which are not rules The purpose of paragraph 17 is to ensure that the transitional provisions in paragraphs 1 to 8 apply | From cutover | Cutover |

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force | (6) Handbook provision: coming into force |
|-----|---|-----|--|--|---|
| 17 | <i>Statements of Principle</i> , the Code of Practice for Approved Persons and MAR 1 (Market Abuse) and directions and requirements and guidance and other provisions in the <i>FCA Handbook</i> and <i>PRA Rulebook</i> (that is, provisions with the status letter "D" or "G" in the margin or heading) unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | P | throughout the <i>FCA Handbook</i> and <i>PRA Rulebook</i> . The provisions in paragraphs 1 to 10 apply to every <i>person</i> to whom the provisions referred to in column (2) apply as if the <i>rules</i> in those paragraphs were part of those provisions. | From cutover | Cutover |
| 18 | Every provision in the <i>FCA Handbook</i> | G | References in the <i>FCA Handbook</i> to Directive 2004/39, where not otherwise amended, shall be interpreted as references to <i>MiFID II</i> or <i>MiFIR</i> or the corresponding provisions in or under <i>MiFID II</i> or <i>MiFIR</i> , except where the context indicates otherwise. | From 3 January 2018 | 3 January 2018 |

General Provisions

GEN TP 3

Transitional Provision in relation to the Alternative Investment Fund Managers Directive Instrument 2013



General Provisions

GEN TP 4

**Transitional Provision on early compliance with the Insurance
Distribution Directive applying across the Handbook [deleted]**

Transitional provisions applying across the FCA Handbook and Technical Standards relating to the UK's exit from the EU

GEN TP 5

Transitional provisions applying across the FCA Handbook and Technical Standards relating to the UK's exit from the EU

Table 1: Transitional provisions applying across the FCA Handbook and Technical Standards

| | |
|-----|---|
| (1) | The purpose of these transitional provisions is to assist a smooth transition on <i>IP completion day</i> . They comprise various technical provisions that will apply across the whole <i>FCA Handbook</i> and Technical Standards to achieve results that most people would probably expect to apply in any event. |
| (2) | These transitional provisions consist of general transitional provisions, which apply at a high level of generality, and more specific transitional provisions in relation to record keeping and <i>notification rules</i> . |
| (3) | The more specific transitional provisions relating to record keeping and <i>notification rules</i> override the general transitional provisions. Both the general and the more specific transitional provisions do not apply if the context requires otherwise and are subject to any more specific transitional provision elsewhere in the <i>FCA Handbook</i> , Technical Standards or other legislative material relating to the matter. |
| (4) | Definitions for these transitional provisions, additional to those in the <i>Glossary</i> , are provided at row 13 of Table 2. |

Table 2: Transitional provisions applying across the FCA Handbook and Technical Standards

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force. | (6) Handbook provision: coming into force |
|-----|---|-----|--|---|---|
| 1 | Every provision in the <i>FCA Handbook</i> , unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | Acts under pre-IP completion day provisions Anything done, or having effect as done, under or for the purposes of any <i>pre-IP completion day</i> provision has effect as if done under or for the purposes of any substantially similar provision in the <i>FCA Handbook</i> . | From <i>IP completion day</i> | <i>IP completion day</i> |
| 2 | Row 1 of this table | G | For example, a <i>firm</i> may continue to treat a <i>client</i> as an <i>elective eligible</i> | From <i>IP completion day</i> | <i>IP completion day</i> |

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force. | (6) Handbook provision: coming into force |
|-----|---|-----|--|---|---|
| | | | <p>counterparty pursuant to COBS 3.6.4R where prior to <i>IP completion day</i> it had categorised that <i>client</i> as such in deference to the status of that undertaking under the law or measures of the <i>EEA State</i> of that client's <i>establishment</i> in accordance with COBS 3.6.7R.</p> | | |
| 3 | Every provision in the <i>FCA Handbook</i> , unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | <p>Series of events</p> <p>If the application of any provision in the <i>FCA Handbook</i> is dependent on the occurrence of a series of events, some of which occur before, and some of which occur after, <i>IP completion day</i>, the provision applies with respect to the events that occur after <i>IP completion day</i>.</p> | From <i>IP completion day</i> | <i>IP completion day</i> |
| 4 | Every provision in the <i>FCA Handbook</i> , unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | <p>Deemed references to pre-IP completion day provisions</p> <p>Any reference (express or implied) in a provision in the <i>FCA Handbook</i> to a provision of or made under the Act or of assimilated law is to be read (so far as the context permits and according to the context) as being or including, in relation to times, circumstances and purposes before <i>IP completion day</i>, a reference to any substantially similar pre-<i>IP completion day</i> provision.</p> | From <i>IP completion day</i> | <i>IP completion day</i> |

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force. | (6) Handbook provision: coming into force |
|-----|---|-----|---|---|---|
| 5 | Row 4 of this table | G | For example, BIPRU 2.1.11R requires a firm to notify the FCA immediately of any breach, or expected breach, of the <i>main BIPRU firm Pillar 1 rules</i> (GENPRU 2.1.40R (Variable capital requirement for BIPRU firms), GENPRU 2.1.41R (Base capital resources requirement for BIPRU firms) and GENPRU 2.1.48R (Table: Base capital resources requirement for a BIPRU firm). This includes breaches of the <i>main BIPRU firm Pillar 1 rules</i> as they applied before <i>IP completion day</i> . | From <i>IP completion day</i> | <i>IP completion day</i> |
| 6 | Every provision in the <i>FCA Handbook</i> , unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | <p>Time starting before IP completion day</p> <p>If, at <i>IP completion day</i>, time has begun to run for any purpose under any pre-<i>IP completion day</i> provision applicable to a <i>firm</i> or other person, then:</p> <p>(1) time will be regarded as having started to run, for the purposes of any substantially similar provision in the <i>FCA Handbook</i>, when it started to run for that other purpose; and</p> <p>(2) the <i>firm</i> or other person will be relieved of its obligation to comply with the relevant pre-<i>IP completion day</i> provision</p> | From <i>IP completion day</i> | <i>IP completion day</i> |

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force. | (6) Handbook provision: coming into force |
|-----|--|-----|--|---|---|
| 7 | Every <i>rule</i> in the <i>FCA Handbook</i> requiring a record to be made or retained, unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | <p>if and to the extent that it complies with the substantially similar provision as extended by this transitional provision.</p> <p>Record keeping</p> <p>A <i>firm</i> or other person will not contravene a <i>rule</i> in the <i>FCA Handbook</i> requiring a record to be made or retained to the extent that the <i>firm</i> or other person:</p> <p>(1) made a record of the matter before <i>IP completion day</i> in accordance with the <i>rule</i> or with a substantially similar pre-<i>IP completion day</i> provision applicable to the <i>firm</i> or other person; and</p> <p>(2) retains that record as if the <i>rule</i> was in force when the record was made.</p> | From <i>IP completion day</i> | <i>IP completion day</i> |
| 8 | Every <i>rule</i> in the <i>FCA Handbook</i> requiring a record to be made or retained, unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | G | This transitional provision makes specific provision, in relation to record keeping, for the matters covered by row 1 of this table. It is included for clarity and overrides those general transitional provisions. | From <i>IP completion day</i> | <i>IP completion day</i> |
| 9 | Every <i>rule</i> in the <i>FCA Handbook</i> requiring a record to be made or retained, unless the context otherwise requires and subject to any more specific transitional | R | A <i>firm</i> or other person must retain a record in accordance with a <i>rule</i> in the <i>FCA Handbook</i> requiring a record of that sort to be retained, if the | From <i>IP completion day</i> | <i>IP completion day</i> |

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force. | (6) Handbook provision: coming into force |
|-----|--|-----|---|---|---|
| | provision relating to the matter | | <i>firm</i> or other person was required to make and retain that record before <i>IP completion day</i> under a substantially similar pre- <i>IP completion day</i> provision applicable to the <i>firm</i> or other person. | | |
| 10 | Row 7 of this table | G | This transitional provision makes specific provision, in relation to records, for the matters covered by rows 4 and 6 of this table. It is included for clarity and overrides those general transitional provisions. | From <i>IP completion day</i> | <i>IP completion day</i> |
| 11 | Every <i>notification rule</i> in the <i>FCA Handbook</i> , unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | R | <p>Notification</p> <p>A <i>firm</i> (or its auditor, appointed actuary or <i>appropriate actuary</i>) or other person will not contravene a <i>notification rule</i> in the <i>FCA Handbook</i> to the extent that notice of the relevant matter was given to the <i>FCA</i> before <i>IP completion day</i> in accordance with:</p> <p>(1) the <i>notification rule</i>; or</p> <p>(2) a substantially similar pre-<i>IP completion day</i> provision applicable to the <i>firm</i> or other person.</p> | From <i>IP completion day</i> | <i>IP completion day</i> |
| 12 | Row 11 of this table | G | This transitional provision makes specific provision, in relation to notifications, for the matters covered by rows 1 and 3 of this table. It is in- | From <i>IP completion day</i> | <i>IP completion day</i> |

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force. | (6) Handbook provision: coming into force |
|-----|--|-----|--|---|---|
| 13 | As rows 1 to 12 of this table | R | <p>cluded for clarity and overrides those general transitional provisions.</p> <p>Definitions</p> <p>In these transitional provisions:</p> <p>(1) "pre-IP completion day provision" means a provision in force on the day preceding IP completion day;</p> <p>(2) "substantially similar" means substantially similar in purpose and effect; and</p> <p>(3) a reference to a "provision" in the <i>FCA Handbook</i> means every type of provision, including rules, guidance, provisions in codes, and so on.</p> | From <i>IP completion day</i> | <i>IP completion day</i> |
| 14 | Rows 15 and 16 of this table | G | <p>Application for provisions which are not rules</p> <p>The purpose of row 15 of this table is to ensure that the transitional provisions in rows 1 to 13 apply throughout the <i>FCA Handbook</i>. The purpose of row 16 is to ensure that the transitional provisions in rows 1 to 13 apply throughout Technical Standards made by the Board of the <i>FCA</i>.</p> | From <i>IP completion day</i> | <i>IP completion day</i> |
| 15 | Directions, requirements, guidance, evidential provisions and other provisions in the <i>FCA Handbook</i> (that is, provisions with the status | G | The provisions in rows 1 to 13 apply to every person to whom the provisions referred to in column (2) apply as if the rules in those | From <i>IP completion day</i> | <i>IP completion day</i> |

| (1) | (2) Material to which the transitional provision applies | (3) | (4) Transitional provision | (5) Transitional provision: dates in force. | (6) Handbook provision: coming into force |
|-----|---|-----|--|---|---|
| | letter "D" or "G" or "E" in the margin or heading) unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | | rows were part of those provisions. | | |
| 16 | Technical Standards (that is, provisions with the status letter "TS" in the margin or heading) made by the Board of the <i>FCA</i> under The Financial Regulators' Powers (Technical Standards etc.) (Amendment etc.) (EU Exit) Regulations 2018 unless the context otherwise requires and subject to any more specific transitional provision relating to the matter | TS | The provisions in rows 1 to 13 of this table apply to every person to whom the provisions referred to in column (2) apply as if references to the <i>Handbook</i> were to Technical Standards made by the Board of the <i>FCA</i> . References in this table and in headings to the <i>FCA Handbook</i> should be read as referring to Technical Standards made by the Board of the <i>FCA</i> , where the context requires. | From <i>IP completion day</i> | <i>IP completion day</i> |

Transitional provisions applying to GEN only - status disclosure for temporary permission firms

GEN TP 6

**Transitional provisions applying to GEN only – status
disclosure for temporary permission firms [deleted]**
[deleted]

General Provisions

Schedule 1
Record keeping requirements

Sch 1.1 G
[deleted]

Sch 1.2 G
The aim of the *guidance* in the following table is to give the reader a quick overall view of the relevant record keeping requirements.

Sch 1.3 G
It is not a complete statement of those requirements and should not be relied on as if it were.

Sch 1.4 G

| Handbook reference | Subject of record | Contents of record | When record must be made | Retention period |
|--------------------|--|---|---|---|
| GEN TP 4, row 4G | An election to comply early with the Insurance Distribution Directive (<i>IDD</i>) | The election and the new and replaced provisions to which that election relates | In accordance with the <i>firm's</i> general record keeping obligations | In accordance with the <i>firm's</i> general record keeping obligations |

General Provisions

Schedule 2
Notification requirements

Sch 2.1 G

The aim of the guidance in the following table is to give the reader a quick overall view of the relevant requirements for notification and reporting.

It is not a complete statement of those requirements and should not be relied on as if it were.

Sch 2.2 G

| Handbook reference | Matter to be notified | Contents of notification | Trigger event | Time allowed |
|--------------------|---|---|---|-------------------------------------|
| GEN 1.3.2 R | An emergency which makes it impracticable for a <i>firm</i> to comply with a particular <i>rule</i> . | Notification of the emergency and of the steps the <i>firm</i> is taking and proposes to take to deal with its consequences | An emergency which makes it impracticable for a <i>firm</i> to comply with a particular <i>rule</i> . | Notification as soon as practicable |

General Provisions

Schedule 3 Fees and other required payments

Sch 3.1 G

There are no requirements for fees or other payments in *GEN*. FEES 2 (General Provisions) contains general provisions relating to the payment of fees.

General Provisions

Schedule 4 Powers exercised

Sch 4.1 G

In this Schedule, references to *GEN* include the *Glossary*.

Sch 4.2 G

Powers to make rules

The following powers and related provisions in or under the *Act* have been exercised by the *FCA* to make the rules in *GEN*:

- Section 59 (Approval for particular arrangements)
- Section 60A (Vetting of candidates by authorised persons)
- Section 63F (Issuing of certificates)
- Section 64A (Rules of conduct)
- Section 73A (Part 6 Rules)
- Section 74 (The official list)
- Section 75 (Applications for listing)
- Section 77 (Discontinuance and suspension of listing)
- Section 79 (Listing particulars and other documents)
- Section 80 (General duty of disclosure in listing particulars)
- Section 81 (Supplementary listing particulars)
- Section 84 (Matters which may be dealt with by prospectus rules)
- Section 85 (Prohibition of dealing etc in transferable securities without approved prospectus)
- Section 87 (Election to have prospectus)
- Section 87A (Criteria for approval of prospectus by competent authority)
- Section 87B (Exemptions from disclosure)
- Section 87G (Supplementary prospectus)
- Section 88 (Sponsors)
- Section 89A (Transparency rules)
- Section 89B (Provision of voteholder information)
- Section 89C (Provision of information by issuers of transferable securities)
- Section 89D (Notification of voting rights held by issuer)
- Section 89E (Notification of proposed amendment of issuer's constitution)
- Section 89F (Transparency rules: interpretation etc)
- Section 89G (Transparency rules: other supplementary provisions)
- Section 89O (Corporate governance rules)

Section 89P (Primary information providers)
Section 96 (Obligations of issuers of listed securities)

Section 101(2) (Part 6 Rules: general provisions)

Section 136(2) (Funding of the legal assistance scheme)
Section 137A (The FCA's general rules)
Section 137B (FCA general rules: clients' money, right to rescind etc)
Section 137C (FCA general rules: cost of credit and duration of credit agreements)
Section 137D (FCA general rules: product intervention)
Section 137F (Rules requiring participation in benchmark)
Section 137FB (FCA general rules: disclosure of information about the availability of pensions guidance)
Section 137FC (General rules: disclosure of information about the availability of financial guidance)
Section 137H (General rules about remuneration)
Section 137O (Threshold condition code)
Section 137P (Control of information rules)
Section 137Q (Price stabilising rules)
Section 137R (Financial promotion rules)
Section 137SA (Rules to recover expenses relating to the Money and Pension Service)
Section 137SB (Rules to recover debt advice expenses incurred by the devolved authorities)
Section 137T (General supplementary powers)
Section 138C (Evidential provisions)
Section 138D (Actions for damages)
Section 138M (Temporary product intervention rules)
Section 192J (Rules requiring provision of information by parent undertakings)
Section 192JB (Rules requiring parent undertakings to facilitate resolution)
Section 213 (The compensation scheme) (including as referred to in section 216(5) (Continuity of long-term insurance policies) and section 217(7) (Insurers in financial difficulties)
Section 214 (General)
Section 214A (Contingency funding)
Section 214D(13) (Contributions under section 214B: supplementary)
Section 215 (Rights of the scheme in insolvency)
Section 216 (Continuity of long-term insurance policies)
Section 217 (Insurers in financial difficulties)
Section 218(2)(b) (Annual report)
Section 218A (Regulators' power to require information)
Section 223 (Management expenses)
Section 223C (Payments in error)
Section 224F (Rules about relevant schemes)
Section 226 (Compulsory jurisdiction) (including as applied by regulations 117 and 133 of the *Payment Services Regulations* and article 26(1) (Extension of

the compulsory jurisdiction of the Financial Ombudsman Scheme to registered consumer buy-to-let mortgage firms) of the *MCD Order*)

Section 229 (Awards)

Section 234 (Industry funding)

Section 238 (Restrictions on promotion)

Section 239 (Single property schemes)

Section 242 (Applications for authorisation of unit trust schemes)

Section 247 (Trust scheme rules)

Section 248 (Scheme particulars rules)

Section 261C (Applications for authorisation of contractual schemes)

Section 261I (Contractual scheme rules)

Section 261J (Contractual scheme particulars rules)

Section 278 (Rules etc as to scheme particulars)

Section 283(1) (Facilities and information in UK)

Section 286(4F) (Qualification of recognition)

Section 293 (Notification requirements)

Section 295 (Notification: overseas investment exchanges and overseas clearing houses)

Section 300B (Duty to notify proposal to make regulatory provision)

Section 332(1) (Rules in relation to persons to whom the general prohibition does not apply)

Section 340 (Appointment)

Part 3 (Penalties and Fees) of Schedule 1ZA (The Financial Conduct Authority) (including as applied by article 25 (Application of provisions of the Act to the FCA in respect of its supervision of consumer buy-to-let mortgage firms) of the *MCD Order*), and by regulation 15A of the *ADR Regulations*

Paragraph 23 (fees) of Schedule 1ZA as applied by regulation 118(1) of the *Payment Services Regulations*

Paragraph 12 (Funding of the relevant costs by authorised persons or payment service providers) of Part 2 (Funding) of Schedule 1A (Further provision about the Consumer Financial Education Body)

Paragraphs 7(3) (Annual reports), 13 (FCA's procedural rules), 16B (Procedure for complaints etc) and 16D (Enforcement of money awards) of Schedule 17 (The Ombudsman Scheme) (including as applied by article 26(1) (Extension of the compulsory jurisdiction of the Financial Ombudsman Scheme to registered consumer buy-to-let mortgage firms) of the *MCD Order*)

Article 60E(3) of the *Regulated Activities Order*

Regulation 6 (FCA rules) of the *OEIC Regulations*

Article 15 (Record-keeping and reporting requirements relating to relevant complaints) of the *Ombudsman Transitional Order*

Articles 4 (Pending applications), 6 (Post-commencement applications), 9 (Article 9 defaults occurring before commencement), 9A (Contributions in relation to mesothelioma claims), 10 (Applications in respect of compulsory liability insurance), 12 (Applications under the new scheme) and 23 (Record-keeping and reporting requirements relating to pre-commencement) of the *compensation transitionals order*

Regulation 3 (Consumer contract requirements: modification of rule-making powers) of the Electronic Commerce Directive (Financial Services and Markets) Regulations 2002 (SI 2002/1775)

Regulation 2 (Power of the Authority to make rules under section 138 of the Financial Services and Markets Act 2000) of the Financial Services and Markets Act 2000 (Fourth Motor Insurance Directive) Regulations 2002 (SI 2002/2706)

Article 9 (Record-keeping and reporting requirements relating to relevant transitional complaints) of the *Mortgage and General Insurance Complaints Transitional Order*

Sch 4.3 G

The following additional powers have been exercised by the FCA to make the *rules* in GEN:

Regulation 2(3) (Application for permission) of the Capital Requirements Regulations 2006 (SI 2006/3221)

Regulations 109 (Reporting requirements), 112 (Proposal to take disciplinary measures) and 118 (Costs of supervision) of and paragraph 1 of Schedule 6 (Disciplinary powers) to the *Payment Services Regulations*

Regulations 49 (Reporting requirements) and 59 (Costs of supervision) of the *Electronic Money Regulations*

Regulations 8 (Applications for registration), 9 (Applications for admission to the register of issuers), 18 (Notification requirements), 20 (Material changes to the regulated covered bond), 24 (Requirements relating to the asset pool), 25 (Change of owner), 36 (financial penalties policy statement), 46 (Modifications of primary and secondary legislation) of, and paragraph 5 (fees) to the Schedule (Modifications to primary and secondary legislation) to, the *RCB Regulations*

Paragraph 9 (Funding) of Schedule 4 (The Payment Systems Regulator) to the Financial Services (Banking Reform) Act 2013

Articles 2 (Requirement to give notice in relation to an approved person), 6 (Revision of an article 2 notice), 19 (Power to impose penalties) and 20 (Rules and requirements by a regulator under this Order) of the Financial Services (Banking Reform) Act 2013 (Transitional and Savings Provisions) Order 2015 (SI 2015/429)

Article 21 (Monitoring and Enforcement) of the *MCD Order*

Article 78(10) of *EMIR*

Article 31 of *MiFIR*

Sch 4.3A G

Power to make rules or to direct

The following additional powers and related provisions have been exercised by the FCA in GEN to direct, require or specify:

Regulation 5 (FCA rules) of the *Securitisation Regulations 2024*

Regulation 6 (Power of FCA to give directions) of the *Securitisation Regulations 2024*

Regulation 15 (Application for registration) of the *Securitisation Regulations 2024*

Regulation 22 (Power of FCA to make rules in relation to securitisation repositories) of the *Securitisation Regulations 2024*

Regulation 26 (Application for registration to provide third party verification service) of the *Securitisation Regulations 2024*

Regulation 34 (Due-diligence requirements of small registered UK AIFMs as institutional investors) of the *Securitisation Regulations 2024*

Sch 4.4 G

Powers to make codes

The following powers and related provisions in the Act have been exercised by the FCA to issue the parts of the codes in *GEN*:

Section 64(2) (Conduct: statements and codes)

Sch 4.5 G

Powers to issue statements

The following powers and related provisions in the Act have been exercised by the FCA to issue the parts of the statements in *GEN*:

Section 63ZD (Statement of policy relating to conditional approval and variation)

Section 63C (Statement of policy)

Section 64 (Conduct: statements and codes)

Section 69 (Statement of policy) (including as applied by paragraph 1 of Schedule 6 to the *Payment Services Regulations*, paragraph 1 of Schedule 3 to the *Electronic Money Regulations*, regulation 29(1) of the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (Referral Fees) Regulations 2013 (SI 2013/1635) and regulation 28(1) of the *Immigration Regulations*)

Section 88C (Action under section 88A: statement of policy)

Section 89S (Action under section 89Q: statement of policy)

Section 93 (Statement of policy)

Section 124 (Statement of policy)

Section 131J(1) (Statement of policy)

Section 138N (Temporary product intervention rules: statement of policy)

Section 169(9) (Investigations etc in support of overseas regulator) (including as applied by paragraph 3 of Schedule 6 to the *Payment Services Regulations* and paragraph 3 of Schedule 3 to the *Electronic Money Regulations* and by regulation 71(2) of the *AIFMD UK regulation*)

Section 192H (Statement of policy: directions under section 192C)

Section 192N (Imposition of penalties under section 192K: statement of policy)

Section 210 (Statements of policy) (including as applied by regulation 112(6) of the *Payment Services Regulations*, regulation 53 (6) of the *Electronic Money Regulations*, regulation 71(3) of the *AIFMD UK regulation*, regulation 29(2) of the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (Referral Fees) Regulations 2013 (SI 2013/1635), regulation 28(2) (Statements of policy) of the *Immigration Regulations* and article 23(4) (Application of provisions of the Act to registered consumer buy-to-let mortgage firms) of the *MCD Order*)

Section 312J (Statement of policy under section 312F)

Section 395 (The FCA's and PRA's procedures) (including as applied by paragraph 9 of Schedule 6 to the *Payment Services Regulations*, paragraph 8 of Schedule 3 to the *Electronic Money Regulations*, regulation 30(7) of the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (Referral Fees) Regulations 2013 (SI 2013/1635), article 3(11) of the Financial Services Act 2012 (Consumer Credit) Order 2013, regulation 29 (Application of Part 26 of the 2000 Act) of the *Immigration Regulations* and article 24(2) (Application of procedural provisions of the Act) of the *MCD Order*)

Section 404(3) (Consumer redress schemes)

Section 404A (Rules under s404: supplementary)

Sch 4.6 G

The following additional powers and related provisions have been exercised by the *FCA* to issue the parts of the statements in *GEN*:

- Regulation 42 (Guidance) of the *RCB Regulations*
- Regulation 44 (Warning notices and decision notices) of the *RCB Regulations*
- Regulation 120 (Guidance) of the *Payment Services Regulations*
- Regulation 60 (Guidance) of the *Electronic Money Regulations*
- Section 80 (Statement of policy under sections 73 to 79) of the Financial Services Act 2012
- Regulations 70 (Application of procedural provisions of the Act) and 71 (Application of provisions of the Act to unauthorised AIFMs) of the *AIFMD UK regulation*
- Article 4 (Statements of policy) of the Financial Services Act 2012 (Consumer Credit) Order 2013
- Regulations 28 (Statements of policy) and 29 (Application of Part 26 of the 2000 Act) of the *Immigration Regulations*

Sch 4.7 G**Powers to direct, require or specify**

The following powers and related provisions in the *Act* have been exercised by the *FCA* in *GEN* to direct, require or specify:

- Section 55U (Applications under this Part)
- Section 60 (Applications for approval)
- Section 61 (Determination of applications)
- Section 62A (Changes to responsibilities of senior managers)
- Section 63ZA (Variation of senior manager's approval at request of authorised person)
- Section 63ZB (Variation of senior manager's approval on initiative of regulator)
- Section 63E (Certification of employees by authorised persons)
- Section 64C (Requirement for authorised persons to notify regulator of disciplinary action)
- Section 137S (Financial promotion rules: directions given by FCA)
- Section 138A (Modification or waiver of rules)
- Section 179 (Requirements for section 178 notices)
- Section 218A (Authority's power to require information)
- Section 242 (Applications for authorisation of unit trust schemes)
- Section 250 (Modification or waiver of rules)
- Section 274 (Applications for recognition of individual schemes)
- Section 279 (Revocation of recognition)
- Section 287 (Application by an investment exchange)
- Section 294 (Modification or waiver of rules)
- Section 316 (Direction by Authority)
- Section 317 (The core provisions)
- Section 318 (Exercise of powers through Council)

Regulations 7(3) and (4) (Modification or waiver of FCA rules) and 12 (Application for authorisation) of the *OEIC Regulations*

Sch 4.8 G

The following additional powers and related provisions have been exercised by the FCA in *GEN* to direct, require or specify:

Regulation 74A (Reporting Requirements) of the *Money Laundering Regulations*

Regulation 49 (Reporting requirements) of the *Electronic Money Regulations*

Regulations 21 (Disclosure obligations of small registered UK AIFMs), 54 (FCA approval for marketing), 58 (Marketing of AIFs managed by small third country AIFMs) and 60 (Manner and content of notifications) of the *AIFMD UK regulation*

Regulation 9 (Reporting requirements) of the *Immigration Regulations*

Articles 5 (Regulators' power to impose requirements for an article 2 notice), 7 (Application of section 63ZA to a continuing approval), 8 (Application of section 62A to a statement provided under article 2(3)(c)), 13 (Regulators' power to impose requirements for an article 11 notice), 15 (Application of section 62A to a statement provided under article 11(d)), 17 (Power for the regulators to specify equivalent functions) and 20 (Rules and requirements imposed by a regulator under this Order) of the Financial Services (Banking Reform) Act 2013 (Transitional and Savings Provisions) Order 2015 (SI 2015/429)

Articles 18 (Obligations of registered consumer buy-to-let mortgage firms) and 19 (Power to direct registered consumer buy-to-let mortgage firms to take appropriate action) of the *MCD Order*

Regulations 30(4) and (5) (Supervision of firms exercising passport rights), 71(8) (Limits on the use of payment instruments and access to payment accounts), 98(3) (Management of operational and security risks), 99(2) (Incident reporting), 105(4) (Access to bank accounts) and 109 (Reporting requirements) of the *Payment Services Regulations*

Sch 4.9 G

[deleted]

Sch 4.10 G

Power to make the complaints scheme

The following power has been exercised by the FCA to make the complaints scheme in *GEN*:

Part 6 of the Financial Services Act 2012

Sch 4.11 G

Powers to give guidance

The following powers in or under the *Act* have been exercised by the FCA to give the guidance in *GEN*:

Section 139A (Power of the FCA to give guidance)

Section 234G (Guidance)

Sch 4.12 G

The following additional powers have been exercised by the *FCA* to give the other *guidance* in *GEN*:

Article 14 (Guidance on continued provisions) of the Financial Services and Markets Act 2000 (Consequential Amendments and Transitional Provisions) (Credit Unions) Order 2002 (SI 2002/1501)

Articles 9D (Applications for certificates), 9F (Revocation of certificate on request), 9G (Obtaining information from certified persons etc) and 9H (Rules prohibiting the issue of electronic money at a discount) of the *Regulated Activities Order*

Regulation 120 (Guidance) of the *Payment Services Regulations*

Section 123 (Application of insolvency law) of the Banking Act 2009

Regulation 60 (Guidance) of the *Electronic Money Regulations*

Regulation 42 (Guidance) of the *RCB Regulations*

Regulation 15 (Guidance) of the Payments in Euro (Credit Transfers and Direct Debits) Regulations 2012 (SI 2012/3122)

Regulation 5 (Guidance) of the Legal Aid, Sentencing and Punishment of Offenders Act 2012

Article 22 (Guidance) of the *MCD Order*

Sch 4.13 G**Powers exercised by the FOS Ltd**

GEN 2.1.8 R is made by *FOS Ltd* in exercise of its powers referred to in Schedule 4 to *DISP*.

General Provisions

Schedule 5
Rights of action for damages

Sch 5.1 G

The table below sets out the *rules* in *GEN* contravention of which by an *authorised person* may be actionable under section 138D of the Act (Actions for damages) by a person who suffers loss as a result of the contravention.

Sch 5.2 G

If a 'Yes' appears in the column headed 'For *private person*?', the *rule* may be actionable by a 'private person' under section 138D (or, in certain circumstances, his fiduciary or representative; see article 6(2) and (3)(c) of the Financial Services and Markets Act 2000 (Rights of Action) Regulations 2001 (SI 2001/2256)). A 'Yes' in the column headed 'Removed' indicates that the FCA has removed the right of action under section 138D(3) of the Act. If so, a reference to the *rule* in which it is removed is also given.

Sch 5.3 G

The column headed 'For other person?' indicates whether the *rule* may be actionable by a person other than a *private person* (or his fiduciary or representative) under article 6(2) and (3) of those Regulations. If so, an indication of the type of *person* by whom the *rule* may be actionable is given.

Sch 5.4 G

| Chapter/ Appendix | Section/ Annex | Paragraph | Right of action under section 138D | | |
|--|-------------------|-----------|------------------------------------|---------|----------------------|
| | | | For private person? | Removed | For other person? |
| All <i>rules</i> in <i>GEN</i> with the status letter "E" | | | No | No | No |
| GEN 2.1.8 R | | | No | No | No |
| All other <i>rules</i> in <i>GEN</i> | | | Yes | No | No |

General Provisions

Schedule 6 Rules that can be waived

Sch 6.1 G

[deleted]

Sch 6.1A G

As a result of section 138A of the *Act* (Modification or waiver of rules) the *FCA* has power to waive all its *rules*, other than *rules* made under section 137O (Threshold condition code), section 247 (Trust scheme rules), section 248 (Scheme particular rules), section 261I (Contractual scheme rules) or section 261J (Contractual scheme particulars rules) of the *Act*.

Sch 6.2 G

- 1 GEN 2.1.8R is made by *FOS Ltd* and not by the *FCA* and cannot be waived by the *FCA*.
- 2 Every other *rule* in *GEN* can be waived by the *FCA* if, and to the extent that, the rules elsewhere in its *Handbook* which it modifies or to which it otherwise relates can be waived by the *FCA*.

