



onefamily
modern family finance



Stocks & Shares ISA

Terms and Conditions

Terms explained

- Throughout this document, the words '**you**' or '**your**', mean the person in whose name the account is held.
- By '**our**', '**us**' and '**we**' mean Family Equity Plan Limited trading as 'OneFamily'.
- OneFamily is a trading name used by all the companies within the Family Assurance Friendly Society group, including Family Equity Plan Limited.

Account

A stocks and shares **ISA** opened and held in your name.

Originating Provider

The originating provider of an **ISA** or **Matured CTF**, the proceeds of which you have chosen to **transfer** to your **ISA Account**.

Contributions

Monies paid into an **account** either as a lump-sum or as regular **payments**, but which are not **transfers** from another **ISA** or **Matured CTF**.

FCA

The Financial Conduct Authority.

Fund

Investment funds are a way to invest in individual holdings such as different shares, bonds or cash. When you invest in the **ISA**, your money is pooled with that of other investors and the sum total is divided across all of the individual holdings that the fund invests in. This allows you to invest in many more individual holdings than you could alone. Funds are designed with specific objectives in mind and so each one will invest in different ways. It's important

to remember that the performance of investment funds is not guaranteed. This means that the value of your investment can fall as well as rise.

Fund Manager

All investment funds are managed by an investment company. Often a fund manager will pick the individual holdings (such as shares, bonds or cash) in response to the fund's stated objective. Then, as time goes by and the market changes, the fund manager may alter the mix of holdings in an attempt to maximise its performance at any given time. Alternatively, the fund can be designed to track, as closely as possible, the performance of a particular index.

Matured CTF

A Child Trust Fund where the Beneficial Owner has reached 18 years old and the plan proceeds have become available for **withdrawal** or **transfer** to an **ISA** or **Lifetime ISA**.

HMRC

Her Majesty's Revenue & Customs.

ISA

An Individual Savings Account operated in accordance with the **rules** and **regulations**.

ISA subscription limit

The total amount that an individual can pay into ISA's each **tax year**. Limits for the current tax year can be located here on the **HMRC** website www.gov.uk/individual-savings-accounts.

Nominated Bank Account

A specified UK personal bank or building society current account to which **withdrawals** are made.

Payments

Any monies paid into the **account** including regular and lump-sum **contributions** and **transfers** from other **ISA's** or **Matured CTFs**.

Regulations

The Individual Savings Account Regulations 1998 as amended from time to time.

Rules

The **FCA** Handbook of Rules and Guidance as amended from time to time.

Tax Year

The period from 6 April of one year to 5 April the following year.

Transfer

A **transfer** is the process which allows you to move your **ISA** or **Matured CTF** money to another provider's **ISA** without the loss of tax benefits and avoiding the need to use any more of your **ISA** allowance for that tax year. This is distinct from a **withdrawal** where you take money from your **ISA** (or **Matured CTF**) and at the same time remove the future tax benefits.

Units

Any payment into an **account** is invested in shares of an Investment Company with Variable Capital (ICVC). These shares are referred to in this document as Units. The price of units can fall as well as rise. Unit prices are published each **working day** on **our** website, www.onefamily.com/dailyprices.

Valuation Point

The time of day that funds are valued and then priced.

Withdrawal

When you take money out of your account this is called a **withdrawal**. A **withdrawal** removes your money from the **ISA** tax benefits so (depending on where you invest this money afterwards), future growth may be taxable. This is distinct from a **transfer** which is where your money is moved to a different provider's **ISA** account therefore retaining its tax benefits.

Working Day

Business hours on any day which is not a Saturday, Sunday or English public (Bank) holiday.

Welcome to your Stocks & Shares ISA

Carefully read all the sections of this document.
Then keep it safe so you can refer to it in the future.

Contents

Introduction	1.0	Cancellation period	16.0
Law and language	2.0	Tax	17.0
Using our websites	3.0	Liability	18.0
Eligibility	4.0	Changes to the funds or these Terms and Conditions	19.0
Opening your account	5.0	Communications	20.0
Making payments	6.0	Privacy and data protection	21.0
Returning payments	7.0	Security	22.0
Investments	8.0	Pricing errors, dealing errors and compensation	23.0
Buying and selling units	9.0	Ownership	24.0
Transfers into your ISA	10.0	Corporate governance and membership benefits	25.0
Transfers out	11.0	Complaints	26.0
Client Money	12.0	Conflicts of Interest	27.0
Charges	13.0	Customer categorisation	28.0
Withdrawals and closing your account	14.0		
Death	15.0		

1.0 Introduction

- 1.1 These Terms and Conditions, together with your completed application, the Key Information Document and the information provided to you on **our** website before you commit to purchase, set out the contract between **you** and **us**.
- 1.2 The pre-sale information contained within **our** website will outline the product features available at the point you apply. If **we** add further features to the product, they will be offered in accordance with these Terms and Conditions. We will tell you as and when these additional features are made available.
- 1.3 Should **we** change these Terms and Conditions in future, **we** will let you know in line with section 19, 'Changes to the funds or these Terms and Conditions'.
- 1.4 Where **we** have highlighted words in bold '**like this**', you will find explanations of these in the 'Terms explained' section on page 2.
- 1.5 **We** reserve the right to delegate any of the responsibilities or functions detailed in this document to a third party. However, **we** will only do so once **we** have satisfied ourselves of that person or organisation's competence to carry out those responsibilities or functions.

2.0 Law and Language

- 2.1 The **ISA**, its management and its administration is governed by English Law.
- 2.2 The information in this document is based on our understanding of current law (including tax law), the **Rules**, the **Regulations** and **FCA** and **HMRC**

guidance. These could change in the future and could affect the benefits of the **account**.

- 2.3 English Law will govern the **account** and this contract. All communication in relation to the **account** will be in English and all financial transactions will be in pounds sterling.

3.0 Using our websites

- 3.1 By using the OneFamily websites and related applications you confirm you accept:
- o Terms and Conditions of use of **our** websites (which can be found at **www.onefamily.com/terms-of-use**)
 - o **Our** Privacy Policy and Uses of Data practices (which can be found at **www.onefamily.com/privacy**)
- 3.2 **We** may revise any of the terms or policies described in 3.1. If **we** do, **we** will post updates on our website. By continuing to use our website and any associated applications, you will be deemed to have accepted the updated terms.

4.0 Eligibility

- 4.1 To open and make **payments** into an **account**, you must be:
- o Resident (and ordinarily resident) in the UK for tax purposes. If you're not sure, please visit the HMRC website at **<http://www.hmrc.gov.uk/isa/faqs.htm>**; or
 - o A Crown employee serving overseas and paid out of public revenue; or
 - o Married to (or in civil partnership with) a Crown employee serving overseas and who is paid out of public revenue

You must not:

- Be a US Citizen (including dual nationals); or
- Hold a stocks and shares **ISA** that you have made **contributions** into in the current **tax year** (unless you are **transferring** that **ISA** into the **account**).
- In relation to the above, if your circumstances change, you must inform **us**.

4.2 Joint accounts are not permitted.

4.3 You may only make **contributions** into one stocks and shares **ISA** in any tax year. The exception to this is where you cancel a stocks and shares **ISA** in any **tax year** in accordance with the **Rules** and **Regulations**.

5.0 Opening your account

5.1 **We** will accept your application on the **working day** it is received unless **we** need to ask you for proof of identity or are awaiting a **Transfer Form** from you. Your **ISA** will be opened when both an application and a **payment** have been accepted by **us**. In the case of **transfers** from another **ISA** or **Matured CTF**, your **account** will be opened when **we** receive your funds from the **Originating Provider**.

6.0 Making payments

6.1 **Payments** (which must be made with your own money) may be made into the **account** in any **tax year** up to **subscription limits** set by Government. You will find the current **ISA subscription limit** by visiting **www.gov.uk/individual-savings-accounts**

6.2 **We** will accept **payments** into your **account** subject to the **ISA subscription limit**

6.3 **Contributions** into the **account** may be made by:

- Regular Direct Debit from a UK bank or building society account held in your name; or
- Debit card (made online)

6.4 At our discretion, in accordance with section 10.0, '**Transfers** into your **ISA**', and subject to the **ISA subscription limit** and the **Rules**, you may also be able to **transfer** in:

- The full or partial value of another type of **ISA** held in your name
- The full or partial value of a **Matured CTF** held in your name

In accordance with section 1.2, please refer to our website for details of the types of **transfers** **we** will accept at the point you apply.

6.5 The minimum **transfer** value **we** will accept from another **ISA** or **Matured CTF** is shown on our website.

6.6 If you are starting your **account** with a single or regular monthly **contribution**, the initial investment amounts are also shown on our website.

7.0 Returning payments

7.1 **We** may have to return a **payment** in full or in part in any of the following circumstances:

- When the account number and/or other details are quoted incorrectly when the **payment** is made
- Where the **ISA subscription limit** has been reached. In such circumstances, **we** will return the entire **payment** rather than only the excess

- o When **we** have been advised by **HMRC** to void a **payment** or the **account**
 - o Where a **payment** is for less than the minimum amount
 - o Where the **account** is cancelled
- 7.2 Where a **payment** is to be returned but has not yet been invested in a **fund**, it will be returned without growth or interest added.
- 7.3 Where a **payment** is to be returned that has been invested in a **fund**, it will be returned based on the investment value at the time which is subject to market movements. Where the investment value has increased, this may be subject to tax.
- 7.4 Any **payments** will be returned in accordance to the terms outlined in section 14.0, '**Withdrawals** and closing your **account**' and, where any **payment** has been invested, in accordance with section 9.3.
- 7.5 Where **we** have to return a **transfer** payment, this will be returned to the **Originating Provider**. If the original provider is not able to accept the **payment** back, **we** will contact you to discuss your options. All other **payments** will be returned to the payee unless **HMRC** tell us otherwise.
- 8.4 You are responsible for deciding whether the available investment options are suitable for you and your circumstances and to ensure their continued suitability. **We** will not provide investment advice and do not assess the products appropriateness for you.
- 8.5 When you apply, you must tell **us** which **fund** you wish your money to be invested in.
- 8.6 Your initial and subsequent **payments** will be invested in the **fund** you select on your application. The exception to this is described in 8.7.
- 8.7 You can elect to move the entire value of your investment between the available investment **funds**. In such circumstances, and in line with the terms outlined in section 9.0, 'Buying and selling units', **we** will sell all the **units** you hold in the **fund** you are currently invested in and use the proceeds to purchase **units** in the **fund** you wish to move to. Any future **payments** (including any **transfer** from another **ISA** or **Matured CTF**) will be invested in the **fund** you have moved to. **We** reserve the right to limit the number of times you may switch between investment **funds** in any calendar year.

In accordance with section 1.2, please refer to **our** website which will outline the funds available to you when you apply.

8.0 Investments

- 8.1 All **payments** into your **account** will be used to buy **units** in one of the available investment **funds**.
- 8.2 **We** will tell you when you apply what investment options are available.
- 8.3 **We** will provide full details of the available investment options on **our** website.
- 8.8 Should **we** make further investment options available after you have opened your **account**, **we** will let you know.
- 8.9 The value of **units** in any available investment fund is not guaranteed. This means that the value of your **account** could fall.

9.0 Buying and selling units

9.1 **We** will buy and sell **units** in line with the best execution policy detailed in the prospectus of the **fund** in which you choose to invest. The prospectus is available online here <http://www.onefamily.com/company-information/financial-reports> (Family Investments Global ICVC)

9.2 **We** are required to take all reasonable steps to obtain the best possible result for you when executing your instructions to buy or sell units, taking into account price, cost, speed, likelihood of execution and settlement, size, nature or any other relevant consideration. This obligation is known as the duty of 'best execution'.

We operate a best execution policy that aims to ensure that **we** carry out your investment instructions as effectively and beneficially as possible. This means that when you ask **us** to buy and sell your units, your instructions

are always passed directly to the **Fund Manager** who will carry them out while adhering to the terms and conditions outlined in this document.

We do not use third party 'trading platforms' to execute your instructions. All trading is done directly with the **Fund Manager**, which, in regulatory terms, means that the trades are executed outside of a regulated market or multilateral trading facility.

We monitor the effectiveness of our best execution policy regularly and implement any necessary changes when required. If there are any relevant material changes, **we** will notify you.

9.3 When you make **payments** into your **account**, **we** will invest these sums by buying **units** on your behalf. The time between receiving your **payment** to investing it in the **fund(s)** will depend on the payment method shown in the table below.

Payment type	Day accepted	Day invested
Direct Debit	The day we receive the Direct Debit payment	The day the payment is accepted (or the following working day should the payment be accepted on a Saturday, Sunday or English public holiday)
Debit Card	The day the payment is authorised by the payer's bank or building society*	Up to two working days after the payment is accepted
Direct credit (Bank Transfer)	The day the payment is authorised by the payer's bank or building society*	Up to two working days after the payment is accepted
The transfer of the value of another ISA or Matured CTF	The day we receive the payment from the Originating Provider	By the end of the working day following acceptance of the payment

* If the day the **payment** is authorised is a Saturday, Sunday or an English public holiday, **we** will accept the **payment** the following **working day**

- 9.4 Where **we** receive a valid instruction to sell units, **we** will sell units by the end of the following **working day**. The only exceptions to this are:
- 9.4a The sale of units will be delayed where **payments** have not cleared.
- 9.4b Where you haven't set up a **Nominated Bank Account**.
- 9.5 Where **units** are being sold in order to switch into another investment **fund**, when **we** sell and buy **units** will depend on when **we** receive the switch request:
- o Where **we** receive your switch request before 10am on a **working day**, **we** will sell the **units** on that day and purchase **units** in the **fund** you're switching to on the following **working day**.
 - o Where **we** receive your switch request after 10am on a **working day** or **we** receive the instruction on a non-**working day**, we will sell the **units** on the following **working day** and purchase **units** in the **fund** you're switching on the **working day** after that.
- 10.3 Where **we** accept the value of any **transfer of payments** which were made into an **ISA** in the current **tax year**, the full amount must be **transferred** (including any investment growth or interest arising from these **payments**) and will continue to count towards the **ISA subscription limit**.
- 10.4 Where **we** accept the value of any **transfer of payments** which were made into an **ISA** in previous **tax years** (including a **Matured CTF transfer** where the value is treated as previous years **payments**):
- o The total amount **transferred** will not count towards the general **ISA subscription limit**

11.0 Transfers out

10.0 Transfers into your ISA

In accordance with section 1.2, please refer to the Important Information Document which outlines what types of transfer we will accept at the point you apply.

- 11.1 You can **transfer** out the full value of your **account** to another **ISA** at any time (subject to the new provider accepting such **payments**).
- 11.2 Unless you specifically request an in-specie **Transfer** (i.e. **transferring** a stocks and shares account without converting the assets held within it to cash), any **transfer** request will result in the sale of units in the fund(s) held within your **ISA**. Please refer to section 9.0, 'Buying and selling units'. To request an in-specie **transfer** please contact **us** by secure message.
- 11.3 Where you request to transfer out any **payments** made in the current **tax year**, these must be transferred in full and must include any interest or investment growth applied to these **payments**.
- 11.4 We will **transfer** the value of your **account** within 30 days of **us** receiving a valid **transfer** request from the new provider.
- 10.1 At **our** discretion, and subject to the **Rules, Regulations** and the **ISA subscription limit**, **we** will accept full or partial **transfer payments** from other **ISAs** and **Matured CTFs**.
- 10.2 **We** will only accept the **transfer-in** of the value of another **ISA** or a **Matured CTF** and not the assets held within it; **we** do not accept in-specie **transfers**.

12.0 Client money, designated investments and fractional differences

Fractional differences

- 12.1 Your units are held in a nominee company pooled together with other investors' units. When you buy or sell units, we will combine your request with those of other investors to buy or sell units in one large bulk order. This means that any units and money we receive will be allocated proportionately based on your individual request.
- 12.2 Units or money allocated to your account may be rounded up or down to the nearest whole penny or to the nearest fraction of a unit, as recorded on our systems. Rounding may result in a minor loss or gain to your unit holdings or amount invested/received, so sometimes you may be slightly advantaged or disadvantaged in relation to a particular request. Where the effect of rounding individuals' units or money results in a surplus or shortfall against the combined requests, we will keep any surplus or make good any shortfall.

Client money and designated investments

- 12.3 Any uninvested cash held on your behalf (e.g. money awaiting investment or the proceeds of encashment) will be held in a specifically designated client money bank account with one or more approved banks, separate from our money in accordance with the FCA's client money rules..
- 12.4 If the bank we have chosen to hold your money becomes insolvent, we will have an unsecured claim on behalf of all, of our clients regarding the client

money bank account. This means that you will share proportionately in any shortfall with other creditors of the credit institution or bank. If you have a shortfall, you may be eligible for compensation under the Financial Services Compensation Scheme (FSCS). If we were to become insolvent and there's a shortfall in the client money account, any losses will be shared proportionately across all our customers with money in that account in accordance with Client Money Rules. Again, you may be entitled to compensation under the FSCS. We will exercise all due skill, care and diligence and will periodically (usually annually) review the adequacy and appropriateness of any bank selected to hold your money, in accordance with FCA Rules. We will otherwise not be liable for any losses arising from any acts or omissions of the bank in connection with the client money account resulting from the bank's negligence, wilful deceit, or fraud.

- 12.5 We may transfer client money to a third party as part of transferring all or part of our business. We will make sure that all necessary obligations will be met by us.
- 12.6 You will not receive interest on any money held in a client money account.
- 12.7 If, for whatever reason, payments made to you remain unclaimed and there has been no movement on the account, we will hold that money for a period of at least six years during which time we will make reasonable attempts to contact you in accordance with FCA Rules. After six years we may make further efforts to contact you and let you know that we no longer intend to continue to hold the money and intend to transfer it to a registered charity of our choice unless you let us know what you would like us to do with it. If we receive no response, we

shall be entitled to no longer treat that money as client money in accordance with FCA Rules and shall pay it to charity. If you subsequently make a valid claim for the money, we will still pay it to you. Any unclaimed money will no longer be protected by client money regulations.

- 12.8 We may use third party custodians to hold investments. These will be held in the name of our nominee company or another third-party custodian nominee. Any investments held on your behalf may be pooled with those investments of other clients. This means that your entitlement may not be individually identifiable on the relevant third party's electronic records (other than ours, where they will be identifiable) and, in the event of an unreconciled shortfall caused by the default of a third party, you may share proportionately in that shortfall.
- 12.9 If we identify a discrepancy between our records and those of a third party which indicates a shortfall in your investments, and we are unable to rectify that discrepancy promptly, we will segregate an equivalent amount of our own money as client money in order, to rectify the shortfall until the discrepancy is corrected.

13.0 Charges

- 13.1 There is a charge for managing the **fund(s)** you invest in. This is a percentage of the value of your investment. Additional costs involved in the day-to-day running of the **funds** (not imposed by **us**) may also apply.
- 13.2 The charges that you will pay and how **we** take these charges depends on the investment options you choose. Details of the charges (along with estimates of any additional costs) can be found

in the Key Information Documents and also in the fund's factsheet, and prospectus.

- 13.3 **We** may charge a small administration fee for cancelling and reissuing cheques, or issuing duplicate or additional statements. You will be told whether **we** will make a charge and how much it will be when you make a request.
- 13.4 Charges may change in the future. If **we** introduce a new charge, **we** will notify you in accordance with 19.0 'Changes to the funds or these Terms and Conditions'.

14.0 Withdrawals and closing your account

- 14.1 You can make **withdrawals** from your **account** at any time to a **nominated bank account**. **Withdrawals** will be processed in line with section 9.0, 'Buying and selling units'.
- 14.2 Partial withdrawals are allowed subject to any **withdrawals** leaving a minimum balance in the **account** – if your **withdrawal** will take your **account** balance below this minimum balance then you will have the choice of reducing the **withdrawal** amount or **withdrawing** the whole balance of your **ISA**.

Withdrawals will take your money outside of the tax efficient wrapper of the **ISA**, which means any future growth may be subject to income and capital gains tax. If you want to move your money to another **ISA** you should do this via the **ISA transfer**-out process described in section 11 to optimise the use of your annual **ISA subscription limit**.

14.3 This **ISA** doesn't allow flexible features which means that **withdrawals** cannot be repaid into the **account** in the same **tax year** without counting towards the **ISA subscription limit** for that year.

14.4 **We** reserve the right to request evidence to confirm:

- o Your identity;
- o That the requirements of the **Regulations** have been met

14.4 **We** will close your **account**:

- o If you ask **us** to;
- o On your death (see section 15.0, 'Death');
- o If you **transfer** the full value of your **account** to another **ISA** (see section 11.0, 'Transfers out'); or
- o If HMRC tell us to void your **account**

14.6 **We** reserve the right to close your **account** if:

- o **We** reasonably suspect that you have given **us** false or incorrect information, which is material to our decision to accept your application for your **account**;
- o **We** reasonably suspect that your **account** is being used for illegal purposes;
- o You behave in an abusive, threatening or violent manner towards our staff;
- o You were not entitled to open your **account**;
- o **We** are required to do so by law or under the **Rules** or **Regulations**;
- o If the value of your **account** is less than the minimum balance - where **we** would provide you with 30 days' notice before closing your

account (details of the minimum account balance can be found on our website); or

- o **We** have not received an initial **payment** within 30 days of your **account** being opened

14.7 If **we** close your **account** for any of the reasons set out in 14.6, you will be unable to pay into another **ISA** for the remainder of that tax year, unless the reason for closure is non-receipt of an initial payment or your **account** being voided.

15.0 Death

15.1 On your death your **account's** tax benefits will continue, and will be referred to as 'administration period investments' held in a 'continuing account of a deceased investor' until the earlier of the:

- o administration of the estate is finalised, or;
- o three years after the date of death

We will suspend the **account** on the **working day we** receive all the documents **we** have requested from your personal representative, including proof of the death, no further **contributions** will be allowed following the date of death, and the **account** cannot be **transferred** to another provider.

If on death you were married or in a registered civil partnership, your spouse or registered civil partner can benefit from an 'additional permitted subscription' allowance.

This allowance will entitle your spouse or registered civil partner to an additional amount that can be paid into **ISAs**, without affecting their own **ISA** allowance for the tax year.

Although we do not currently accept additional permitted subscriptions, the allowance can be **transferred** to another **ISA** provider. The allowance is set at the higher of the value of **ISA** investments held on the date of death, or at the point when the **account** ceases to be a continuing deceased's account.

Further information is available on request.

- 15.2 **We** will sell your **units** by the end of the **working day** after **we** receive and accept all the documents **we** have requested and after all **payments** have cleared.
- 15.3 The full value of your **account** will be subject to fluctuations in the unit price until **we** sell the **units**.
- 15.4 Any growth on the investment after the date of death until the date of settlement will be subject to tax. It will be the responsibility of your personal representatives to report any tax liability to **HMRC**.
- 15.5 **We** will make payment to your estate within four **working days** of the day **units** are sold.

16.0 Cancellation period

- 16.1 Once **we** have accepted your application and received your first **payment**, you have 30 days in which to cancel your **account**.
- 16.2 Upon receiving your cancellation request within the cancellation period referenced in 16.1, **we** will sell your **units** by the end of the **working day** after **we** receive and accept any documents **we** have requested in connection with your **nominated bank account** and after all **payments** have cleared.

- 16.3 Where you exercise your right to cancel, and subject to 16.4 and 16.5, **we** will sell any **units** held in your chosen investment **fund** and return the proceeds to your **nominated bank account** within four **working days** of the day the **units** are sold. If you have not set up a **nominated bank account**, this may delay the return of monies to you.

Where payment has been made into your **ISA** by way of a transfer from another provider, this will be treated in line with sections 16.4 to 16.6.

- 16.4 Where **payments** have been made into your **account** by way of a transfer from another provider and you cancel your **account**, you can ask **us** to:
- o **Transfer** the value of the **transfer** payment to another **ISA** (please refer to 11.0, 'Transfers out'); or
 - o Return the value of the **transfer** payment to you.
- 16.5 Where the value of a **transfer** payment from another provider cannot be **transferred** to a new provider, the value of the **transfer** will be removed from the **ISA** tax wrapper and returned to you. Where this might be the case, **we** will contact you to discuss your options.

- 16.6 The value returned to you or **transferred** to another **ISA** will reflect any loss or any gain in the **unit** price of the investment **fund(s)**.

17.0 Tax

- 17.1 The tax liability related to the value of your **account** (including any growth in the value of the **investments** held within it) is subject to the **Rules** and **Regulations** and current tax law.

17.2 **We** will carry out the duties which **we** are bound by under the **Regulations**, including claims for repayment of tax.

17.3 You remain responsible for your own tax affairs, including making any applicable returns and payments and complying with any applicable laws.

18.0 Liability

18.1 If, having made reasonable attempts to do so, **we** cannot provide services because of something beyond **our** control (including strikes, industrial action, or the failure of equipment or power supplies); **we** will not be liable to you for any loss that you may suffer as a result.

18.2 **We** have no liability for any action **we** have taken, or not taken, in good faith unless there has been negligence by **us**. This does not restrict or exclude any liability that **we** may have by law or under the **Rules** or **Regulations**.

19.0 Changes to the funds or these Terms and Conditions

19.1 **We** can make a change to the Terms and Conditions but only for one or more of the following reasons:

- To make the Terms and Conditions easier to understand, fairer, or to correct mistakes;
- To enable **us** to comply with the law (including tax law), or the **Rules** and **Regulations**, or to relevant industry guidance or codes of practice, or to respond to a decision or recommendation of any court, ombudsman or regulator;
- To enable **us** to make reasonable changes to the way **we** manage your **account** or your **fund(s)**, as a result of changes in technology or in the systems **we** use;

- To increase a charge or charges (or to introduce a new charge) in order to reflect an increase in the costs in running the **fund(s)**, or in providing account services to you; or
- To improve the service to you or make the service, or the running of the **fund(s)**, more efficient or cost effective.

19.2 Changes to the **fund(s)**, or a change of **fund(s)** may also be made for the following additional reasons to those listed in 19.1:

- To try to improve the **fund(s)**, or the **account's**, prospects for growth;
- To change the risk profile to try to reduce the risk that investors in the **fund(s)** are exposed to; or
- To change the **fund manager**, where the objective of the **fund** is not altered

19.3 Any change to the agreement or **fund(s)** will be made in accordance with the **Rules**.

19.4 If **we** make a change to the Terms and Conditions which is to your detriment, **we** will notify you at least 30 calendar days before **we** make the change. Where this is not possible, **we** will notify you as soon as is practicable.

19.5 **We** will not necessarily inform you if **we** make changes that are not to your detriment. However, **we** will communicate relevant updates to you.

20.0 Communication

20.1 In most circumstances, the communications **we** send you about your **account** will be electronic, usually by secure message.

- 20.2 Secure messages can only be viewed (and sent) by logging into **our** online service. When **we** send you a secure message, **we** will also send an email to your registered email address to tell you a secure message has been sent.
- 20.3 **We** will produce quarterly statements showing the value of your **account**, including **payments** and **withdrawals** made during the period. You will be able to view this statement by logging into your online account. **We** will send you an email when the statement is ready to be viewed.
- 20.4 You can view the value of your **account** and view any transactions by logging into **our** online service.
- 20.5 If you make a debit card **payment**, you will receive confirmation of the **payment** to your registered email address.
- 20.6 When you are logged into **our** online service, you may request information from **us** by sending a secure message.
- 20.7 On the closure of your **account**, you will have access to your **account** details, documents and secure messages from our online service for 30 days in order that you can save any information that you might want for future use. After 30 days you shall only have access to your **account** by post or by phone.
- 20.8 Use of **our** online service is subject to the policies outlined and referred to in section 3.0, 'Using **our** websites'.

21.0 Privacy and data protection

- 21.1 Family Equity Plan Limited will hold your personal data in line with **our** Privacy Notice. The full version is here www.onefamily.com/privacy. It explains your rights as data subject

and how **we** use your data. A copy is also available by writing to OneFamily, 16-17 West Street, Brighton, BN1 2RL; by calling Customer Services on 0344 8 920 920 or, by email to customerservices@onefamily.com.

22.0 Security

- 22.1 It is your responsibility to:
- Make sure that the personal details **we** hold about you are kept up-to-date, and that arrangements for receiving mail at your address and via email are secure;
 - Keep your login details and passwords secure;
 - Check any statement carefully and tell **us** promptly if you think it contains any errors;
 - Tell **us** promptly if you think **we** have made any other mistake in operating the **account**; and
 - Tell **us** immediately if you know, believe or suspect that the security information **we** have recorded for you or your details have been compromised, or if you believe that an unauthorised transaction has been made.
- 22.2 If you act fraudulently or without reasonable care, you may be responsible for any losses incurred as a direct result.
- 22.3 Unless instructed otherwise by **us**, all instructions sent to **us** in writing must be sent by secure message.
- 22.4 **We** reserve the right to refuse any request or instruction about the **account** if we have reason to believe that:
- It was not made by the **account** holder;

- It might cause **us** to break the law; or
 - The **account** is being used for illegal purposes.
- 22.5 **We** will not act on any instruction until **we** receive any additional information that **we** feel is necessary to make sure the instruction is processed correctly and in accordance with these Terms and Conditions.
- 22.6 **We** will verify your identity when you apply. **We** also reserve the right to verify your identity at any other time, including when a **payment** or a **withdrawal** is made. This may include requiring you to provide proof of your identity. **We** may also use a credit reference agency when doing this.
- 22.7 Where **we** do not receive adequate identification when **we** ask for it, **we** reserve the right to refuse to:
- Open a new **account**
 - Accept **payments**
 - Release the proceeds of the sale of any **units** held.
- 23.4 Where a pricing or dealing error occurs which affects the **unit** price between 0.1% and 0.5%, compensation may be considered.
- 23.5 Where a pricing or dealing error occurs which affects the **unit** price by more than 0.5%, compensation will be paid.
- 23.6 Compensation may be paid to the **fund, account** or to individual **account** holders in response to an error we have made that has resulted in a financial loss whether or not the affected person has complained.
- 23.7 Where compensation is by means of a cash payment (e.g. paid directly to you), no compensation would normally be paid unless the amount due is £10 or more.
- 23.8 Wherever possible we attempt to calculate any compensation payments consistently in line with guidance provided by the Financial Ombudsman Service.

23.0 Pricing errors, dealing errors and compensation

- 23.1 Compensation may be paid in response to an error **we** have made that has resulted in a financial loss whether or not the affected person has complained.
- 23.2 Where there is an error which affects only one person, **we** will only pay compensation where the financial loss incurred by that person is calculated to be £1 or more at the time of the error.
- 23.3 Where a pricing or dealing error has occurred which affects the **unit** price by less than 0.1%, compensation would not normally be paid.

24.0 Ownership

- 24.1 The **account** will be in your name only and this beneficial ownership cannot be changed.
- 24.2 You cannot assign the **account** to a third party and you cannot use the **account** as security for a loan.

25.0 Corporate governance and membership benefits

- 25.1 OneFamily is the trading name for a group of companies which includes Family Equity Plan Limited (your ISA Manager), and the friendly society (a type of mutual insurer), Family Assurance Friendly Society Limited (Family Assurance).

25.2 On opening an **account**, you will become a member of Family Assurance. OneFamily shall send you by post or email details about your membership including any benefits that may be available.

25.3 **We** are committed to complying with the UK Corporate Governance Code as relevant to mutual insurers. The Code sets out good practice standards in terms of how **we** manage the company as well as the rights of **our** customers.

We believe that it is important for **our** directors to listen to the views of **our** customers and understand how they affect the running of **our** business.

We invite you to talk to **our** directors and take an active interest in the governance of Family Assurance.

For more information, please go to the Member Relations section of **onefamily.com**. You can also email feedback to **members@onefamily.com** or write to Member Relations Team, OneFamily, 16-17 West Street, Brighton BN1 2RL. These contact details should not be used for enquiries about your **account**.

26.0 Complaints

26.2 Should you wish to complain, you may do so at any time by contacting **us**.

26.2 **We** will deal with all complaints in line with **our** complaints handling procedure which can be found at **www.onefamily.com/complaints**.

If you are not satisfied with **our** response to your complaint, you may be able to refer it to the Financial Ombudsman Service.

27.0 Conflicts of Interest

27.1 **We** will manage any conflict of interest in line with **our** Conflicts of Interest Policy which can be found on **our** website at **www.onefamily.com/company-information**.

We aim to run **our** business so that conflicts of interest do not arise. However, **we** have in place a Conflicts of Interest policy to help **us** identify and record any actual or potential conflicts that may arise between **our** customers, **us**, **our** employees, **our** funds, **our** associated companies and/or any companies to whom **we** delegate any of **our** functions.

A summary of this policy is detailed below:

- o **We** will consider the interests of all our customers and treat them fairly
- o **We** have in place procedures to make sure that employees identify and report any new conflicts
- o **We** will keep a written record of any conflicts, or potential conflicts if appropriate
- o **We** will disclose any relevant conflict to a customer before undertaking business with that customer
- o **We** will carry out regular reviews to identify any new conflicts.

In the unlikely event that a conflict of interest occurs, **we** will manage it to make sure that all customers are treated consistently and fairly and to minimise any possible negative effect this could have on **our** customers.

Our full Conflicts of Interest policy is available on request.

28.0 Customer categorisation

- 28.1 As an **ISA** holder, and in line with the **FCA's** requirement for **us** to categorise all customers, **we** will categorise you as a 'retail client' affording you the highest level of protection available within the **Rules**.

Useful contacts

HM Revenue & Customs (HMRC)

HMRC Savings helpline: 0300 200 3312

Financial Ombudsman Service

Exchange Tower,
London E14 9SR

t 0800 023 4 567

e complaint.info@financial-ombudsman.org.uk

w financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

10th Floor, Beaufort House,
15 St Botolph Street, London EC3A 7QU

t 0800 678 1100


w fscs.org.uk

Please note, call charges may apply.
If you need further information,
please contact your phone provider.



Contact us

 OneFamily, 16-17 West Street, Brighton BN1 2RL

 0344 8 920 920*

 onefamily.com

*Calls may be monitored and recorded for training purposes. Calls to 0344 numbers are charged at local rate and will normally be part of any inclusive minutes provided with phone packages, even when calling from a mobile. The actual cost will depend on your provider's tariff. For more information please contact your provider.

OneFamily does not provide advice for this product. If you have any doubts about the suitability of this product you should seek independent financial advice.

OneFamily is a trading name of Family Assurance Friendly Society Limited (incorporated under the Friendly Societies Act 1992, Reg. No. 939F), Family PEP Managers Limited (Co. No. 2934967), Family Investment Management Limited (Co. No. 1915516) and Family Equity Plan Limited (Co. No. 2208249). Registered in England & Wales at 16-17 West Street, Brighton, BN1 2RL, United Kingdom. Family Assurance Friendly Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Family PEP Managers Limited, Family Investment Management Limited and Family Equity Plan Limited are authorised and regulated by the Financial Conduct Authority.