

# Cash ISA

## Terms and conditions

These are our standard terms and conditions on which we intend to rely. For your own benefit and protection you should read these terms carefully. If you do not understand anything please ask for further information.

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# 1 Introduction

## 1.1 About this document

This document sets out the terms and conditions that apply to your **account**. Your **account** is a Cash **ISA** which is managed and administered by us.

In addition to these terms and conditions, you should have received a **Key features** document which provides a summary of the **account** and the means by which you can apply to make **subscriptions** or transfer funds from another **ISA** to this **account**. Application will be through your online account unless we have agreed another method with you.

If any of these terms and conditions contradict the **Key features** document, Cash **ISA** application form or transfer form (as appropriate), these terms and conditions will prevail. In the event of any inconsistency between these terms and conditions and the **ISA regulations**, the **ISA regulations** will prevail.

This document is a contract between you and us. Please read this document and any supplementary schedule (for example, notices of changes to your **account**) carefully and keep them in a safe place. These terms and conditions will be issued to you and copied to your **Document library** for future reference. If you are viewing this document online, you might also like to keep a paper copy. In the event of any inconsistency between these terms and conditions and any supplementary schedule, these terms and conditions will prevail.

Nothing in this document gives any contractual rights to anyone else.

Where we have referred to other literature through a link to a website or on your **Document library**, you can also request a copy by contacting us. If your preference is to receive paper copies, we can post these to you.

## 1.2 What is meant by 'you', 'your', 'us', 'we' and 'our'

### You and your

The person named as the 'account holder'.

### Us, we and our

The **HMRC** authorised **ISA** manager, Aviva Investment Solutions UK Limited, our successors and anyone else appointed to operate your **account**. Our **HMRC** reference is Z1741. We are authorised and regulated by the Financial Conduct Authority (fca.org.uk) under firm reference number 515334.

Our registered office is at Wellington Row, York, YO90 1WR and we are registered in the United Kingdom under company number 06389025.

We act as the **ISA** manager by overseeing and controlling the Cash **ISA** in the way described in these terms and conditions and as required by the **ISA regulations**.

## 1.3 Other expressions we use in this document

This section explains what we mean by various expressions that we use in this document and any supplementary schedule.

If we use any of these expressions, we use **bold** to remind you that you can look up their meanings here.

### Account

The meaning is given in section 1.1.

### Adviser

Your financial adviser whom you have authorised to give instructions and who has the relevant permissions to act on your behalf.

### Bacs direct credit

An electronic method of transferring money between bank and building society accounts. Payments made by this method typically take three days from the date when they are made to the date of arrival in the recipient's account.

### Bank faster payments

A method of payment operated by most (but not all) banks and some building societies in the UK. Payments made by this method typically take no more than a few hours from the time that they are made to the time of arrival in the recipient's account. An upper limit, which varies from one bank or building society to another, is placed on the value of transactions which can be made by this method. Payment instructions can be made either through the Internet and/or by telephone. Which methods are allowed will also depend on the paying bank or building society.

### CHAPS

A same-day automated payment system for processing sterling payments made within the UK, between its member banks and building societies. The money is transferred the same day. CHAPS payments are irrevocable.

### Cleared funds

The portion of an **account** which has been cleared through a cash settlement system and has become available for use.

### Correspondence address

Our correspondence address is below unless we tell you otherwise.

**PO Box 2282**  
**Salisbury**  
**SP2 2HY**

## Document library

Once you have logged into your online account, this is where information about your **account** and the documents relating to it will be stored. It is accessible to you at any time. Even if your preference is to receive communications in the post, a copy will be held here for you to view at any time.

## FCA

The Financial Conduct Authority and any regulator that may replace its regulatory function.

## HMRC

HM Revenue & Customs and any organisation that may replace its relevant functions from time to time.

## Investment instructions

Instructions to alter the amount of your **subscriptions** and make withdrawals. They must be given by you or your **adviser**:

- by direct input on to **My Money**;
- in writing to our **correspondence address** or by email from your registered email address; or
- by calling us.

Our email address and telephone number are published on your online account and can also be found on any recent communication from us.

The facility to give instructions by direct input on to **My Money** may not be available to you or your **adviser**.

## ISA

Individual Savings Account as defined in the **ISA regulations**.

## ISA allowance

The maximum amount that you may subscribe to your **account** in a **tax year**. It is set out in the **ISA regulations**, and may change from time to time.

## ISA regulations

The Individual Savings Account Regulations 1998 (Statutory Instrument 1998/1870), as amended or replaced from time to time.

## Key features

The document we gave you to help you decide whether to open your **account**, which provides a summary of information about the **account**. A copy of the Key features document is available in your **Document library** or can be obtained by contacting us.

## My Money

The online system provided by the Aviva group which hosts your **account**.

## Subscription

Any subscription that is paid into your **account**:

- by you; or
- on your behalf following deduction from your salary.

## Tax year

This runs from 6 April in one calendar year until 5 April in the following calendar year.

## Working day

Monday to Friday excluding bank and public holidays in England.

## 1.4 Applicable law

The law which applies to your **account** is English law.

## 1.5 Currency

All payments made to and by us under this **account** must be in pounds sterling.

## 1.6 Suitability

In providing this **account** to you, we shall not provide, and you do not expect, personal financial advice about the suitability for you of the **account** or any transactions that you undertake. This is known as a 'non-advised service'. We will not assess the suitability or appropriateness of any transactions carried out for you or services provided to you, and you will not benefit from the **FCA's** rules on assessing suitability and appropriateness. If you have any doubt about the suitability of this product, you should seek independent financial advice. If you do not have an adviser, you can find one in your local area at **unbiased.co.uk**.

You are responsible for any personal tax liability which may arise from a transfer, disposal or any other transaction in connection with your **account**.

## 2 Eligibility

You must be at least 18 to apply for our Cash **ISA**. You must also be either a resident in the UK or be performing duties as a Crown employee serving overseas, such as a diplomat or a member of the armed services. The UK does not include the Channel Islands, the Isle of Man or Gibraltar. You must provide us with your permanent residential address. You are responsible for providing us with the correct contact details at all times, including your postal and email addresses.

To open an **account** with us, you must satisfy the eligibility requirements of the **ISA regulations** and any criteria specified by your employer. We reserve the right to refuse your application and we will inform you if we do so.

The **account** must be in your sole name and all funds deposited within it must belong to you.

**Subscriptions** to your **ISA** must be in your own name.

If you transfer your current **tax year's subscriptions** made to another **ISA** to our Cash **ISA**, those **subscriptions** will be treated as having been made to our Cash **ISA** in the current **tax year**.

## 2.1 Changes to eligibility

If you cease to be resident in the UK, or are living overseas but are no longer a Crown employee, and therefore fail to qualify for your **account** under the **ISA regulations**, you must notify us immediately. You may not pay any further **subscriptions** to it until you become eligible again. Laws in the territory you become resident in may affect your ability to continue to benefit fully from the features of our Cash **ISA**. We may need to change, reduce or remove any of the Cash **ISA** terms. We will give you details once you have told us. You should seek your own independent advice to consider your options after you move to another territory.

Regardless of what is set out elsewhere in these terms and conditions, we will not be obliged to carry out or comply with any of our rights or obligations under the Cash **ISA**, if to do so would cause, or be reasonably likely to cause, us to breach any law or regulation in any territory.

## 3 Start date

Your **account** will commence on the day we are in receipt of:

- a valid application form which we have accepted and your first **subscription**; or
- a valid transfer application form which we have accepted and the proceeds of the transfer from your previous **ISA** manager.

## 4 Your status

For the purposes of the **FCA's** rules, we have classified you as a retail client. This means that you will benefit from the highest level of protection available within those rules.

## 5 Your account

Your **account** is a Cash **ISA** which is subject to the **ISA regulations**.

The only asset that can be held in your **account** is cash.

Cash will be held in one or more client money account(s) with HSBC and/or any other account provider that we may reasonably decide. Any cash held in the cash account will be held in a pooled

client account. This cash will be held and managed in accordance with the **FCA** client money rules, as amended from time to time.

If you subscribe to your **account** in a **tax year**, the amounts must be above our minimum level for the type of **subscription** that you wish to make. The current minimum level is published on your online account, in your scheme literature or can be obtained by contacting us.

You may subscribe to your **account** in the current **tax year** and each subsequent **tax year**.

The maximum amount that you may subscribe to your **account** in a **tax year** is the **ISA allowance** less any amount which you have subscribed to any cash **ISA**, stocks & shares **ISA**, innovative finance **ISA** and/or Lifetime **ISA** in the same **tax year**. Transfers of previous **tax years' subscriptions** between **ISAs** do not count against the current **tax year's ISA allowance**.

Your **account** will pay a variable interest rate. Details of this are available online or can be obtained by contacting us.

Your **account** will be, and must remain in, your beneficial ownership. You must not use it as security for a loan. You cannot assign it to any other person, persons or organisation.

## 6 Paying subscriptions

Subject to the **ISA regulations**, you can:

- pay regular **subscriptions**;
- temporarily suspend or change the amount of regular **subscriptions**; and/or
- pay single **subscriptions**.

Any **subscriptions** paid to your **account** are subject to the maximum and minimum levels currently applying to your **account**. The current maximum and minimum levels are published on your online account, in your scheme literature or can be obtained by contacting us.

If you pay any **subscription** that causes your total paid to exceed the maximum allowed in the **tax year**, the part of the **subscription** that takes you over the **ISA allowance** will be returned to you. This may be the whole **subscription**. No interest will be paid on the excess amount.

Your employer can only pay towards your **ISA** savings by paying an amount to you as taxed income. That amount can then be paid to your **account** as a **subscription** by way of payroll deduction from your net salary, provided that this facility is available to your employer through **My Money**. Your employer will not be able to pay directly into your **account** or reclaim any **subscription** for any reason.

A **subscription** must be received by us before the end of the **tax year** if it is to be treated as paid in that **tax year**. You should remember that there may be a delay between the time that you send a **subscription** and the time that we receive it. This is especially likely if your **subscription** is deducted from your salary and passed to us by your employer. Payments are only processed on **working days**.

Any **subscription** which we receive after the end of a **tax year** will be treated as being paid in the following **tax year** and will count against that **tax year's ISA allowance**.

**Subscriptions** to your **account** can be paid:

- as regular **subscriptions**:
  - by deduction from your salary and paid to us by your employer; or
  - from a bank or building society account held in your name or in which you are a joint account holder; or
- as a single **subscription**:
  - from any UK bank or building society account which is within the UK clearing system held in your name or in which you are a joint account holder; or
  - by deduction from your salary and paid to us by your employer; or
- by a different payment method if we have agreed to it.

Please note that it takes up to ten **working days** to set up a direct debit.

## 7 Transfers in

You can transfer funds into your **account** from other **ISAs** at any time, subject to the **ISA regulations**. Any such transfer is subject to the minimum level currently applying to your **account**. The current minimum level is published on your online account, in your scheme literature or can be obtained by contacting us.

Any **subscriptions** made to another **ISA** and transferred to your **account** will be regarded as having been made to your **account** in the **tax year** in which they were originally made.

## 8 Operation of your account

If you want to give us any instructions other than **investment instructions** regarding your **account**, they must be given by you or your **adviser**:

- by direct input on to **My Money**;
- in writing to our **correspondence address** or by email from your registered email address; or
- by calling us.

Our email address and telephone number are published on your online account and can also be found on any recent communication from us.

The facility to give instructions by direct input on to **My Money** may not be available to your **adviser**.

We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under the terms agreed with you is competent to carry them out.

At least once a year, we will provide a statement showing, for the period to which the statement relates:

- your **account** balance at the beginning of the period;
- all **subscriptions** paid;
- the total of all payments in and payments out; and
- your **account** balance at the end of the period to which the statement relates.

The statement will be posted to you if this is your communications preference. A copy will also be held in your **Document library**.

## 8.1 Appointing an adviser to act for you

You may authorise an adviser to give instructions in relation to your **account**. If you do so, you must send your written authorisation to us at our **correspondence address**. Their instructions (which may include **investment instructions**) must be given to us:

- in writing to our **correspondence address** or by email from your **adviser's** email address; or
- by calling us on the telephone number provided.

Instructions will be treated as if you had given them directly to us.

## 9 Interest

Your **subscriptions** and transfers will start to accrue interest only when the payments have cleared through the banking system.

If new payment methods are accepted in the future, details of these, and of when interest will start to accrue on **subscriptions** and transfers made using them, will be published on your online account. They can also be obtained by contacting us.

Interest will accrue on a daily basis and will be credited to your **account** monthly. Interest accrued during each calendar month will be credited on or around the first **working day** of the following month. Interest cannot automatically be paid to you outside of your **account**.



The rate of interest payable will be published on your online account, in your scheme literature or can be obtained by contacting us. The rate will vary from time to time.

We can change the current interest rate for any of the reasons set out in section 16 or for any of the following reasons:

- a change in the Bank of England base rate or any rate which replaces it;
- a change or reasonably anticipated change in the rate of interest paid to us by our external banking partner;
- a change in market conditions or in general interest rates including the interest rates paid by other financial institutions (including banks) in the UK on their similar accounts; and/or
- a change in the costs we incur, outside of our control, in delivering our products or services to our customers.

Any change to the interest rate will take effect on a date decided by us. If the interest is materially reduced and this is not for one of the reasons set out above or in section 16, you will have the right to transfer your **account** value to another **ISA** of your choice or to withdraw the whole of your **account** within 30 days of the publication of the new interest rate online, irrespective of the effective date of the change. In these circumstances, we will not make any charge for the transfer or withdrawal, although any outstanding charges (at the rate which applied before the change) will still be payable.

Any interest paid will be your money and will be added to your **account**.

We may choose to pay to you any interest earned on client money by crediting the individual client account at a rate not less than quoted on **My Money**. Any interest paid will accrue on a daily basis and will be credited to your **account** monthly. The interest accrued during each calendar month will be credited on or around the first **working day** of the following month. At this point for the purpose of the **FCA** client money rules, such monies become client money and are due and payable to you.

## 10 Withdrawals

You can withdraw part or all of the value of your **account** at any time, subject to minimum limits and all funds having cleared. The withdrawal payment can be made either to you or to another contract of yours that is administered on **My Money**.

If you make a partial withdrawal from your **account**, both the withdrawal and the remaining **account** value are subject to minimum limits which we can change. We will notify you 30 days in advance of any such change. If you give an instruction that breaches the

current limits, we will tell you and will not carry out your instruction. Our current limits are published on your online account, in your scheme literature or can be obtained by contacting us.

If you make a withdrawal, interest will stop accruing on the amount withdrawn as soon as your withdrawal instruction is processed on **My Money**. The amount withdrawn will normally be in your nominated bank or building society account within two **working days** after we process that instruction. In any case, we will pay the amount withdrawn to you within no more than 30 days of receiving your withdrawal instruction unless you give a longer period of notice (if that is required under the terms of your **account**).

You cannot make automatic regular withdrawals; you must give a separate instruction for each withdrawal.

If the payment is to be made to you, it will be made by **CHAPS** to a UK bank or building society account of which you are the sole or joint owner and which you have nominated on your online account for this purpose.

### 10.1 Fees to your adviser

If you instruct us to arrange for one-off fees due to your **adviser** to be paid from your **account**, these will be paid through **CHAPS** to their bank account. You will have to provide your authority (including the **adviser's** name and address and the amount payable) and details of their account in writing and signed by both you and your **adviser**. Your written instruction must be sent to us at our **correspondence address** or by email from your registered email address. Alternatively, your instruction can be given using DocuSign. You must ensure there is sufficient cash to pay any such fees which are due.

No payment will be made to your **adviser** until after the end of the cancellation period described in section 24.

## 11 Flexible ISA

Some providers operate 'flexible **ISAs**' which allow you to withdraw money and replace it in the same **tax year** without it affecting your overall **ISA allowance**. This Cash **ISA** is not a Flexible **ISA**.

## 12 Transfers out

You can transfer:

- your entire **account** with all rights and obligations;
- the whole (but not part) of the current **tax year's subscription** if you have subscribed to your **account** in the current **tax year** and a previous **tax year** or **tax years**; or

- the whole or part of any previous **tax year's subscription** to another **ISA**, subject to the **ISA regulations**, at any time.

If you want to transfer part or all of your **account**, you will have to:

- contact the manager of the receiving **ISA** and request their application form to transfer your **account** to them; and
- complete their application and instruct the **ISA** manager to start the transfer process.

We will only act on the instructions given to us by the receiving **ISA** manager.

When we receive a transfer request from another **ISA** manager, we will normally arrange for the transfer to be paid within five **working days** of receiving your instruction from the manager of the receiving **ISA**.

If you transfer the current **tax year's subscription**, the amount which we arrange to transfer will not take into account any interest due on the **subscriptions** transferred or any withdrawals made. We will actually transfer the amount that you have subscribed in the current **tax year**, or, if it is less, the total value of your **account**. Any interest due on the **subscriptions** transferred will be retained in your **account**.

If you transfer part or all of any previous **tax years' subscriptions**, the maximum that we will transfer will be the whole value of your **account** less the amount subscribed in the current **tax year**. If the **subscriptions** paid in the current **tax year** equal or exceed the total value of your **account**, no transfer will be available to you in respect of previous **tax years' subscriptions**.

The receiving **ISA** can be a stocks and shares **ISA** operated by us, or any type of **ISA** operated by another **ISA** manager.

You will have to wait until any **subscriptions** or transfers paid into your **account** have been cleared through the banking system before you can transfer the money.

## 13 What happens to your account when you die?

We will arrange for the whole value of your **account** to be paid to your estate when we have received the evidence described later in this section. Until then, your **account** will continue to attract interest at the same rate or rates and on the same terms as applied immediately before your death.

In the event of your death, your **account** will become a Continuing Deceased's Account. This

means that the tax advantages of your **account** will continue until the earlier of:

- the closure of the Continuing Deceased's Account;
- the administration of your estate is completed; or
- three years and one day after your death.

Any **subscriptions** received after notification of your death will be returned to the source of the payment.

The value of your **account** must, and can only, be paid to your estate. You cannot subject it to a trust or instruct us to pay any other person.

Your **account** will be closed as soon as payment has been made to your estate.

Any instructions must be given by your personal representatives in writing by email or posted to our **correspondence address**.

We will only arrange for the value of your **account** to be paid to your estate when we have received evidence which we reasonably believe proves:

- your death; and
- the entitlement of your personal representatives to administer your estate.

## 14 Charges

Full details of all the charges which apply to your **account** and any interest payable are contained in the **Key features** document held in your **Document library**. A copy can also be obtained by contacting us.

We reserve the right to make changes to charges or apply new charges at any time in accordance with these terms and conditions. There are a number of circumstances that could lead to a change in charges. These are a change in costs or expenses as a result of a change in the tax rules, legislation or regulation or the way such rules are interpreted or applied in practice, or if our staff or overhead costs increase. The change in charges would be reasonable and proportionate to such change in costs and expenses. If this happens and you are affected we will tell you. We will give you 30 days' written notice, or as much as it is practicable to give if we are unable to give 30 days' notice.

If any new charge or change which we make is not included in these terms and conditions and has a significant unfavourable effect on you, you will have the right to transfer your **account** value to another cash **ISA** of your choice within the notice period. In these circumstances, we will not make any charge for the transfer, although any outstanding charges (at the rate which applied prior to the change) will still be payable.



We reserve the right to introduce additional charges to reflect new features that we make available to you. Section 16 will apply to any such change. You will have the right to decline such new features if you do not want to pay the additional charge.

## 15 Repairs, voids and reclaimed payments

### 15.1 Repairs

In certain circumstances (for example, if your **subscriptions** exceed your **ISA allowance**), **HMRC** might instruct us to 'repair' your **account**. This may involve refunding part of your **subscriptions**. In this event, we will arrange for the relevant part of the value of your **account** to be paid to you.

We will act reasonably and fairly in the exercise of any discretion we may have in complying with **HMRC's** instructions.

### 15.2 Voids

If we discover or **HMRC** tells us that, by reason of any failure to satisfy the provisions of the **ISA regulations**, your **account** has or will become 'void', we will remove the invalid **subscriptions** and any related income from your **ISA**. We will give you written notice of this as soon as possible.

We will arrange for the total value of the invalid **subscriptions**, less any charges but including any interest due, to be paid to you. We will do this within 30 days of the date on which we become aware that your **account** does not satisfy the **ISA regulations**, or the date stated on any notice from **HMRC** to void **subscriptions**.

If all **subscriptions** in your **account** are invalid as they were received in a **tax year** where it was deemed void, we will close your **account**. If your **account** contains **subscriptions** from previous **tax years** where the **account** was not deemed void, those **subscriptions** remain valid and your **account** will remain open following the removal of the invalid **subscriptions** (subject to the minimum **account** balance being met).

### 15.3 Reclaimed payments

A **subscription**, whether paid directly by you or through your employer, may be reclaimed by the paying bank or building society, for example, if you have gone overdrawn without authority and the bank or building society is seeking to get its money back.

If we are notified that a **subscription** is to be or has been reclaimed after the reclamation has taken effect, or if a replacement payment is not made by **CHAPS** before then, we will deduct the amount reclaimed from your **account**. We will act reasonably and fairly in the exercise of any discretion we may have in complying with the bank or building society's instructions.

We will not be liable for any loss that you incur as the result of the reclamation of a **subscription**, including (but not limited to) any loss of interest, and/or the failure of a **subscription** to be applied to your **account** before the end of the **tax year** in which you intended that it was to have been made.

## 16 Amending these terms

We may change these terms and conditions for the following reasons:

- changes in law or regulation, applicable codes of conduct or industry codes of practice, or changes in the way such rules are interpreted and applied in practice, including any change in **HMRC** or the **FCA's** practices which affect:
  - the terms of the **account**; or
  - the basis of taxation applying to the **account**;
- other changes outside our control that we reasonably consider make it impossible or impracticable in practice, or make it unfair to other account holders, to continue to operate the **account** as set out in these terms and conditions;
- changes in investment administration or other infrastructure facilities, systems or means of communication which impact on the provision and operation of your **account** and which are outside our control; or
- where we reasonably consider that a change is advisable to improve the operation or efficiency of the **account** and we also reasonably consider that such change will not be detrimental to the interests of account holders generally.

We will only make changes to the terms of your **account** that we reasonably consider to be proportionate to the underlying reason for the change.

We will give you 30 days' written notice, or as much as it is practicable to give, if we are unable to give 30 days' notice.

We will send you the notice by a message through your online account and an email notification of that message. We will use the email address we have on our records.

If we do not have a valid email address for you or if you request all communication is posted to you, we will send the notice in the post. We will use the postal address we have on our records.

We cannot be held responsible for any losses resulting from our notification failing to reach you.

The proposed changes will take effect from the date stated in the written notice.

We reserve the right from time to time to make changes or additions to these terms and conditions for any other reason, which may or may not have a detrimental effect on you, and which are not set out in this section. If you suffer a material detriment as a result of a change or addition you may notify us and you will be free to transfer your **account** to another **ISA**. We will waive any transfer-out fees and charges/exit fees and charges provided that the transfer is made within three months (or such longer period as may be reasonably necessary in the circumstances) from the date on which we gave you written notice of the change or addition.

## 17 Acting on your instructions

We may delay acting, or refuse to act, on your instructions in the following circumstances:

- if **My Money** is unavailable at any time (this may happen, for example, due to maintenance or error rectification);
- if any of these terms and conditions have not been met;
- if we are not reasonably satisfied that the transaction or the instruction is lawful;
- if we reasonably consider that your **account** has been or is likely to be misused;
- for fraud prevention purposes;
- if we are required to do so by money laundering or other regulations;
- if we reasonably consider that the instructions are unclear or incomplete;
- if there are insufficient funds in the **account** to comply with your instructions or the transaction would lead to it being overdrawn; or
- if your instructions would lead to a breach of the **ISA regulations**.

Where possible, we will tell you that there will be a delay before we accept your instructions.

If either:

- your **investment instructions** are accepted but there is then an unreasonable delay before we are able to fulfil them; or
- we make an error in fulfilling your **investment instructions**,

we will, as far as we are able, put you in the position which would have applied had the delay or error not occurred. This includes recovering from your **account** any gain that you would not have made, as well as making good any loss that you would not have made. If we are unable to put you in the position in which you would have been

but for the delay or error, we will contact you to establish what you would like us to do. In this case, we will accept any **investment instruction** that:

- we consider reasonable; and
- is allowed under your **account**.

Although very unlikely, it is possible we could make an administrative error. If this results in an underpayment or overpayment of interest, charges or rebates to your **account**, we will take all reasonable steps to rectify this. We will rectify the error by making an additional payment to or a reduction from your **account**. We reserve the right not to make an adjustment where the underpayment or overpayment resulting from a single error is less than £10. This is because we will incur administrative costs by making an adjustment.

## 18 Closing your account

You may end this contract and close your **account** at any time by instructing us to withdraw or transfer the entire balance held in the **account**. Any interest earned will be tax free. If you have made a **subscription** into your **account** in the same **tax year** as you close it, this will count against your **ISA allowance** in the same **tax year**.

We may choose to close your **account** if the balance falls below our minimum level but we will normally give you 30 days' written notice before doing so. Our minimum level is published on your online account, in your scheme literature or can be obtained by contacting us.

We will give you at least three months' written notice if we plan to stop managing your **account** because:

- we decide in good faith that it is no longer reasonably practical for us to keep to the **ISA regulations**; or
- we reasonably decide that managing the type of **ISA** which you hold has stopped being commercially worthwhile for us.

Subject to compliance with the **ISA regulations**, we can end this contract with you and close your **account** immediately in the following circumstances:

- you have materially broken any of these terms and conditions;
- there has been, or we reasonably suspect there has been, fraud involving any of your accounts with us or any transactions on any of your accounts;
- if there has been, or we reasonably suspect there has been, suspicious activity on your **account**;

- you have not satisfied any anti-money laundering or other financial crime requirements; or
- we have set up a duplicate account in error.

Your **account** will be closed if we are notified that a trustee has been appointed following your bankruptcy or legal possession of your assets (sequestration). In this case, the whole value of the **account** will be paid to your trustee. A payment made to your trustee in these circumstances will be regarded as a withdrawal.

## 19 Leaving your employer's service

If you leave your current employer's service, you will be entitled to continue with your **account** and pay further **subscriptions**. However, the specific terms that will apply to your **account** from the date of your departure may vary and we reserve the right to change the charges and/or interest rates that apply to your **account**. Such changes will be reasonable and proportionate. Please contact us in advance for further details. Changes to the applicable terms can include, but are not restricted to, the methods by which **subscriptions** can be paid.

If the revised terms have a significant unfavourable effect on you, you will have the right to transfer your **account** to another **ISA** of your choice, as described in section 12.

## 20 Communication

### 20.1 Communicating with you

We may communicate with you by post, email or telephone. Your employer will set up how we will communicate with you (by post or email) when they set up your **account**. However, you have the option to change this.

If your chosen communication method is email, you will receive email notifications from us to tell you that there is an important document or message to read within your **Document library** on your online account. It is your responsibility to then read this document or message.

We will still send certain communications in writing if we think it is appropriate to do so. Certain regulatory information must be provided by us in writing. If we are unable to deliver communications to the email address you or your employer have provided and we are unable to contact you to update it, we will post the communications to you. We will use the postal address we have for you on our records. We will update your **account** to show this as your chosen method of communication.

If your chosen communication method is post, all communications will be issued by this method.

You can update your communication preference at any time. Please contact us to do this.

### 20.2 Communicating with us

You can contact us by using one of the following methods:

- writing to our **correspondence address** or by email from your registered email address; or
- calling us. Telephone calls will be recorded.
- Our email address and telephone number are published on your online account and can also be found on any recent communication from us.

It is your responsibility to ensure that your contact details are up to date (including your name, address, email (including a work email address if you use one) and telephone numbers). You must tell us if your contact details change. This allows us to provide you with all the information you need for the duration of your **account** and to fulfil our regulatory requirements.

You can update your address, email or telephone numbers online. If you have not set up your online account or you need to change your name, you can contact us by using the contact methods stated above.

Any notice you send to us will only be effective when we actually receive it.

## 21 Liability

We have no liability for errors of judgement or for any other action we have taken in good faith, or not taken, in connection with your **ISA**, unless there has been wilful default, fraud or negligence by us. However, nothing in these terms and conditions excludes or restricts any liability which we may have by law or as a result of breaking the rules of a regulator or the **ISA regulations**.

We shall not be liable to pay you, or any other person, any compensation for loss due to an event or circumstance beyond our control. This includes loss caused by unavailability, failure or malfunction of your online account or any telecommunications service, or any delay in performing our obligations due to restrictions imposed on us by law or regulation.

## 22 Conflicts of interest

There may be times when the Aviva group, or its appointed officers, have some form of interest in the business being transacted. If this happens or when the Aviva group becomes aware that its interests, or those of its officers, conflict with your interests, we will take all appropriate steps to manage that conflict of interest. This will be done in a way that treats all customers fairly and in line with proper standards of business. Further details of our conflicts of interest policy are available by contacting us.

Where, despite all efforts to manage a conflict of interest, the conflict of interest cannot be prevented, we will disclose it to you before you commit to taking out this product.

## 23 Confidentiality

We may provide information to your employer:

- that we reasonably believe is already known to it;
- to relay instructions regarding deductions from your salary that you communicate to us through your online account or other means; or
- that is necessary for the prevention of a breach of the **ISA regulations**. For example, if your employer attempted to make a **subscription** into your **ISA** that would exceed the **ISA allowance**, we would notify your employer that the **subscription** was not allowed.

We may pass your personal details and your **account** value to the external banking partner referred to in section 5.

## 24 Cancellation

### 24.1 Cancellation by you

You will have 30 days to cancel your **account** from the day you have been told by us that we have accepted your application, or, if your first payment is a transfer from another **ISA**, from the date on which we receive that transfer payment.

If you wish to cancel, you can tell us by telephone or email. You can also write to us at our **correspondence address**. You must contact us or post your instruction within the 30-day period.

If you do not exercise your right to cancel current **tax year subscriptions** to your **account** within the 30-day period, you will be deemed to have **subscribed** to your **account** for the current **tax year**. This will count against your **ISA allowance** for the current **tax year**.

We will return all of your **subscriptions** made without interest. We will return any **subscription** to whoever paid it to us.

There are no charges for cancelling your **account**.

If you have opened your **account** by transferring funds from another **ISA** but subsequently want to cancel your **account** within the cancellation period, you should instruct us to transfer the funds either back to the original **ISA** manager (if that manager will accept them) or to a new **ISA** manager. If we do not receive these instructions from you within 14 days of receipt of your cancellation notice, the **account**

balance will be returned to you. If you have paid any **subscriptions** for the current **tax year**, they will count against your **ISA allowance**.

Note that your cancellation period commences from the date on which you are notified by us that your application has been accepted. This may be before any transfer has been completed.

### 24.2 Cancellation by us

We reserve the right to accept or reject your application, and not to give you any reason if we do reject it. In particular, we will reject it if, within 30 days of receipt of your application, either:

- any information in your application is found to be incorrect or incomplete and we have not received the correct or outstanding information; or
- anti-money laundering or financial crime requirements have not been completed to our satisfaction.

If we reject your application, we will return any **subscription** to whoever paid it to us. If the payment was a transfer from another **ISA**, we will return the value to the original **ISA** manager if they will accept it. If they will not accept it, we will pay the value to you. If the value of a transfer is paid to you, it will be regarded as a withdrawal, and you will then only be able to pay it into another **ISA** as a **subscription** if permitted under the **ISA regulations** and subject to the **ISA allowance**.

## 25 Financial crime

To verify your identity and prevent financial crime, your information may be used by any company within the Aviva group. It may also be shared with third parties who provide services to us, and any other organisations, where required to by law and regulation.

We may record any searches carried out. These, and any suspicion of financial crime, may be used to help other companies with verification and identification. The search is not a credit check and your credit rating should not be affected.

## 26 Taxation

We have included some general taxation information below. It is based on our understanding of current legislation and is subject to change. If you are in any doubt as to your tax position, you should seek professional advice.

### 26.1 VAT

All charges which you pay to us will include any VAT that may be applicable.

## 26.2 Income tax

All income produced is free of UK income tax. Any interest return does not need to be declared on your tax return. We will notify you if, due to any failure to satisfy the provisions of the **ISA regulations**, your **account** is, or will no longer be, exempt from tax.

The tax treatment of **ISAs** may change in future and may depend on your personal circumstances.

## 27 General

These terms and conditions are, and any future communications will be, in English. The latest full copy of these terms and conditions can be obtained by contacting us. It is also held in your **Document library** along with previous versions.

For information about our complaints handling procedures and any compensation which may be available to you, please refer to the **Key features** document.

There is no minimum duration for these terms and conditions.

We may transfer to any Aviva group company all or any of our rights and obligations under these terms and conditions. However, we will not do so unless we are satisfied that such a company is competent to perform such tasks and will do so to a standard which is similar to the one that we have provided under these terms and conditions. We will notify you in writing 30 days before any such transfer.

### **Need this in a different format?**

Please get in touch if you'd prefer these terms and conditions (**MM02002**) in large print, braille or as audio.