

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.



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 contradicts 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.

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** account manager 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** type to remind you that you can look up their meanings here.

Account has the meaning given by section 1.1.

Adviser means your financial adviser whom you have authorised to give instructions on your behalf in accordance with condition 11.9.

Bacs direct credit is 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 is 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 is 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

Cleared Funds is that 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:

PO Box 2282
Salisbury
SP2 2HY

Document library

The area of your online account where information about and documents relating to your **account** will be stored and accessible to you at any time.

FCA

The Financial Conduct Authority and any successor or replacement regulator from time to time.

HM Revenue & Customs

His Majesty's Revenue & Customs and any organisation that may replace its relevant functions from time to time.

Investment instructions

These are instructions to alter the amount of your subscriptions, transfer money between **sub-accounts** and make withdrawals. They must be given by you or your **adviser**:

- by direct input onto **My Money**; or
- by telephoning us on the number provided to you for this purpose from time to time.

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 the **Document library** on **My Money**.

My Money

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

Sub-account

The Cash ISA has a main **account** to which the variable interest rate applies. It can also include further **sub-account(s)**. This allows us to offer further Cash ISA products, such as fixed term/fixed rate bonds that you can hold under your main **account**.

Subscription

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

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

Tax year

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

Working day

Monday to Friday excluding English bank and public holidays.

1.4 Applicable law

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

- 1.5 All payments made to and by us under this **account** must be in pounds sterling.
- 1.6 In providing this **account** to you, we shall not provide personal financial advice about the suitability for you of the **account** or any transactions that you undertake. We will not assess the suitability or appropriateness for you 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 financial advice.
- 1.7 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

- 2.1 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.
- 2.2 The **account** must be in your sole name and all funds deposited within it must belong to you.
- 2.3 **Subscriptions** to your **ISA** must be in your own name.

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

3 Start date

- 3.1 Your **account** will commence on the day we are in receipt of a valid application which we have accepted and your first **subscription**, or where you are transferring cash to us from another **ISA** manager, on the day we are in receipt of a valid transfer application form which we have accepted and the proceeds of transfer from your previous **ISA** manager.

4 Your status

- 4.1 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

- 5.1 Your **account** is a cash **ISA** which is subject to the **ISA regulations**.
- 5.2 The only asset that can be held in your **account** is cash.
- 5.3 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.
- 5.4 If you subscribe to your **account**, the amounts must be above our minimum level for the type of **subscription** that you wish to make. The current minimum **subscriptions** are published online or can be obtained by contacting us.
- 5.5 You may subscribe to your **account** in the current **tax year** and each subsequent **tax year**.
- 5.6 The maximum amount that you may subscribe to your **account** in a **tax year** is the total **ISA allowance** covering the various ISAs that are available. Transfers of previous **tax years' subscriptions** between **ISAs** do not count against the current **tax year's ISA allowance**.
- 5.7 Within your **account**, you can have different sub-accounts. Different interest rates and payment frequencies can apply to different **sub-accounts**. They may include variable rate or fixed rate options. Fixed rate options will operate for fixed terms that will be specified when they are offered. Fixed rate options will not always be available. Interest rates for both fixed and variable rate options and the length of fixed rate options will be available online or can be obtained by contacting us.
- 5.8 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

- 6.1 Subject to the **ISA regulations**, you can:
- pay regular **subscriptions**; or
 - temporarily suspend or change the amount of regular **subscriptions**; or
 - pay single **subscriptions**.
- 6.2 Any **subscriptions** paid are subject to the maximum and minimum levels currently applying to your **account**. The current maximum and minimum levels will be published online or can be obtained by contacting us.
- 6.3 If you pay any **subscription** that causes your total paid to exceed the maximum allowed in the **tax year**, the whole **subscription** will be returned to you. No interest will be paid on the excess amount.
- 6.4 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.
- 6.5 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**.
- 6.6 **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.
- 6.7 Any **subscriptions** to your **account** will be paid into the variable interest rate **sub-account**. You may then switch your cash to a fixed rate **sub-account** in accordance with section 11.3 if you wish and if such a **sub-account** is currently available. **Subscriptions** cannot be automatically paid to fixed interest rate **sub-accounts**.

7 Transfers in

- 7.1 You can transfer funds to 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 is published online or can be obtained by contacting us.
- 7.2 Any transfers into your **account** will be applied automatically to the variable interest rate sub-account. You may then switch to a fixed interest rate **sub-account** in accordance with section 11.3 if you wish and if such an option is currently available.

8 Interest

- 8.1 Your **subscriptions** and transfers will start to accrue interest only when the payments have cleared through the banking system. When this will be depends on the method by which the payment is made:
- cheque (including transfers in): from the third **working day** following receipt
 - direct debit: from the third **working day** after debit from the payer's bank or building society account
 - **Bacs direct credit** and **CHAPS**: from the **working day** of receipt
 - **Bank Faster Payments**: from the **working day** of receipt
- payments made directly from another contract administered on **My Money**: from the **working day** of the payment;
- provided in all cases that we have received cleared funds.
- 8.2 If other payment methods are accepted in future, details of these, and of when interest will start to accrue on **subscriptions** and transfers made using them, will be published online.
- 8.3 Interest will accrue on a variable interest rate **sub-account** on a daily basis, and will be credited to your **account** monthly. Interest accrued during each calendar month will be credited on the first working day of the following month. Interest cannot automatically be paid to you outside your **account**.
- 8.4 The rate or rates of interest payable on variable rate options will be published online or can be obtained by contacting us. The rate or rates will vary from time to time.
- 8.5 We can change the current interest rate on variable rate options for any of the reasons set out in section 15 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;
 - a change in the costs we incur, outside of our control, in delivering our products or services to our customers.

- 8.6 Any change to the interest rate on a variable interest rate **sub-account** 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 in sections 8.5 or 15.1, 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.
- 8.7 Interest on a fixed interest rate **sub-account** will accrue on a daily basis from the date of the switch of cleared funds from your variable rate investment but will only be added at the end of the term or on earlier total withdrawal. In the case of an early withdrawal from the fixed interest rate **sub-account**, the amount paid may be reduced in accordance with section 9.4.
- 8.8 The interest rate payable on a fixed interest rate **sub-account** will be as confirmed in the Confirmation of your Fixed Rate Option issued to you in respect of the fixed rate **sub-account**. You can also find out the current interest rate payable on a fixed interest rate **sub-account** online or by contacting us.
- 8.9 Any interest paid will be your money, and will be added to your **account**.
- 8.10 We may choose to account to our clients any interest earned on client money by crediting the individual client account at a rate not less than quoted on the **My Money** Platform for the product that you are invested in. 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 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 our clients.
- 9.4 We will deduct a withdrawal charge if you withdraw or transfer money before the specified maturity date in respect of a fixed interest rate **sub-account**.
- 9.5 Any withdrawal charges that may apply to your **sub-account** are described in the **Key features** document.
- 9.6 You cannot make automatic regular withdrawals; you must give a separate instruction for each withdrawal.
- 9.7 If you make a partial withdrawal from your **account** or **sub-account**, both the withdrawal and the remaining **account** and **sub-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. Please ask us if you would like details of our current limits.
- 9.8 If the payment is to be made to you and not held in another account on **My Money**, it will be made by **Bacs direct credit** to a UK bank or building society account of which you are the sole or joint owner and which you have nominated online for this purpose.
- 9.9 If you instruct us to arrange for fees due to your **adviser** to be paid from your **account**, these will be paid through **Bacs direct credit** to the **adviser's** bank account. You will have to provide your authority (including the **adviser's** name and address and the amount payable) and details of that account in writing and signed by both you and your **adviser**. Your written instruction must be sent to us at our **correspondence address**. Payment will only be made from the variable interest rate **sub-account**. You must ensure that there is sufficient cash in the variable interest rate **sub-account** 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 23.1.

9 Withdrawals

- 9.1 You can withdraw part or all of the value of your variable rate **sub-account** at any time, subject to section 9.7 and to all funds having cleared. Please ask us if you want to know the current minimum withdrawal amounts. The withdrawal payment can be made either to you or to another contract of yours that is administered on **My Money**.
- 9.2 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 five **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** or **sub-account**).
- 9.3 You cannot make a partial withdrawal from a fixed interest rate **sub-account**. Any withdrawal from such a **sub-account** must be of the whole of the amount available (subject to any withdrawal charge described in section 9.4). The amount withdrawn from a fixed interest rate **sub-account** will be placed in your variable interest rate **sub-account**.

10 Flexible ISA

We currently do not offer this option on the Cash ISA.

11 Transfers out

- 11.1 You can transfer:
- your entire **account** with all rights and obligations; or
 - if you have subscribed to your **account** in the current **tax year** and a previous **tax year** or **tax years**, the whole (but not part) of the current **tax year's subscription**; or
 - the whole or part of any previous **tax year's subscription**
- to another **ISA**, subject to the **ISA regulations**, by instructing us in writing at any time. However, you cannot make a partial transfer from a fixed interest rate **sub-account**. Any transfer from such a **sub-account** can only be of the whole of the amount available (subject to any withdrawal charge described in section 9.4).
- 11.2 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.

- 11.3 If you want to transfer part or all of your **account**, you will have to:
- complete an application for the receiving **ISA** if you have not already done so; and
 - give your instruction to the manager of the receiving **ISA**.
- 11.4 When we receive a transfer request from another **ISA** manager, we will verify that request with you before acting on it. We will then normally arrange for the transfer to be paid within five **working days** of receiving your instruction from the manager of the receiving **ISA**, subject to section 10.8.
- 11.5 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 present **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**.
- 11.6 If you choose to 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**.
- 11.7 The receiving **ISA** can be a stocks and shares **ISA** operated by us, or any type of **ISA** operated by another **ISA** manager.
- 11.8 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.

12 Operation of your account

- 12.1 If you want to give us any instructions other than **investment instructions** regarding your **account**, they must be given by you:
- by direct input on to **My Money**;
 - in writing to our **correspondence address**; or
 - by telephone to the number, which can change from time to time, published online
- unless we have formally agreed another method in writing.
- 12.2 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 out those functions and responsibilities.
- 12.3 You may switch money from any variable interest rate **sub-account** into any fixed interest rate **sub-account** available under your **account** at any time after the funds have cleared, subject to any minimum investment or other conditions under that fixed rate option at the time.
- 12.4 You may make a total withdrawal from any fixed rate option into any variable interest rate **sub-account** available under your **account** at any time, subject to any charge as set out in section 9.4 and any minimum investment or other conditions.

- 12.5 We will notify you of the maturity of a fixed interest rate **sub-account** shortly before it happens. On the maturity, the **sub-account** proceeds will be transferred to a variable interest rate **sub-account**.
- 12.6 At least once a year, we will send you 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.
- You can also obtain a statement at any time by logging in to your online account.

12.7 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** instructions.

12.8 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 are seeking to get their money back.

12.8.1 If we are notified that your **subscription** is to be reclaimed by the paying bank or building society 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's instructions.

12.8.2 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.

12.9 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 by telephone to the number provided for this purpose from time to time, unless we have formally agreed another method in writing; and
- will be treated as if you had given them directly to us.

13 What happens to your account when you die?

13.1 We will arrange for the whole value of your **account** to be paid to your estate when we have received the evidence described in section 13.6. 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 earliest of:

- Completion of the administration of your estate
- 3 years from the date of your death
- The closure of the Continuing Deceased's Account.

13.2 The withdrawal charge described in section 9.4 will not apply in these circumstances.

13.3 Any **subscriptions** received after notification of your death will be returned to the payer.

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

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

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

13.6 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

14.1 Full details of all the charges which apply to your **account** are contained in the **Key features** document which is available online. A paper copy of this document is also available on request at any time from our **correspondence address**. The current amounts of any charges and rates of interest payable are published online.

14.2 We reserve the right to make changes to 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 the list above and has a significant unfavourable effect on you, you will have the right to transfer your **account** value to another **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.

14.3 We reserve the right to introduce additional charges to reflect new features that we make available to you. Section 15.5 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 Changed circumstances

15.1 You must be at least 18 to apply for this Policy. You must also be resident in the UK and currently have the intention to remain resident in the UK for the duration of the Policy. The UK does not include the Channel Islands, the Isle of Man or Gibraltar.

If you cease to be resident in the UK, or otherwise 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 your Policy. We may need to change, reduce or remove any of your Policy terms. We'll give you details once you've 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 we will not be obliged to carry out or comply with any of our rights or obligations under this policy, if to do so would cause, or be reasonably likely to cause, us to breach any law or regulation in any territory.

15.2 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.

In this event, 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.

15.3 We reserve the right to withdraw any fixed interest rate options for new investments and to introduce other options. There will be times when no fixed rate option is offered for new investments.

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

16 Amending these terms

16.1 We may change these Terms and conditions for the following reasons:

- changes in law or regulation or industry codes of practice, or changes in the way such rules are interpreted and applied in practice, including any change in **HMRC** or **FCA** practice which affect:
 - the terms of the **account**
 - 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;
 - 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;
 - where the costs of operating the **account** increase materially.
- 16.2 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.
- 16.3 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.
- 16.4 The proposed changes will take effect from the date stated in the written notice.
- 16.5 We may also make a change to reflect any other unforeseen change in circumstances. If any change which we make is not included in the list in condition 15.1 and has a significant unfavourable effect on you, you will have the right to transfer your **account** value to another **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.

17 Acting on your instructions

- 17.1 We may delay acting, or refuse to act, on your instructions in the following circumstances:
- if your online account is unavailable at any time due to system error or failure;
 - if any of these Terms and conditions have not been met;
 - if the transaction or the instruction is unlawful;
 - 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 your **account** being overdrawn; or;
 - if your instructions would lead to a breach of the **ISA regulations**.
- 17.2 Where possible, we will tell you that there will be a delay before we accept your instructions.

17.3 If either

- your **investment instructions** are accepted but there is then an unreasonable delay before we are able to fulfil those instructions; 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. We will accept any **investment instruction** that we consider reasonable and that is allowed under your **account**.

18 Closing your account

- 18.1 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**.
- 18.2 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.
- 18.3 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 managing the account due to requirements under the **ISA regulations**; or
 - we reasonably decide that managing the type of **ISA** which you hold has stopped being commercially viable for us.
- 18.4 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.
- 18.5 Your **account** will be closed if we are notified that a trustee has been appointed following your bankruptcy or 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, and may therefore incur a withdrawal charge as described in section 9.4.

19 Communicating with us

- 19.1 Generally, we will communicate with you by sending you an e-mail to the last email address we have on our records for you, to tell you that a message is held on your online account for you.
- 19.2 You can contact us by using one of the following methods:
- writing to us at our **correspondence address**; or
 - calling us on the telephone number provided to you.
- We may make other methods of communication available in the future.
- 19.3 Any notice you send to us will only be effective when we actually receive it.

20 Liability

- 20.1 We have no liability for any action we have taken in good faith, or not taken, in connection with your **ISA**, unless there has been wilful default 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 as a result of breaking the **ISA regulations**.
- 20.2 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 any 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.

21 Conflicts of interest

- 21.1 Our conflicts of interest policy details any potential conflicts which may arise between us and our customers, and between individual customers. An example of a conflict would be where we have a financial incentive to favour one customer over the interests of other customers. The risk of detrimental conflicts of interest is extremely low. However, should they arise, our policy requires any such conflict to be immediately disclosed and all necessary steps taken to minimise such risks.

22 Confidentiality

- 22.1 We may provide information to your employer:
- that we reasonably believe is already known to it; or
 - 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.
- 22.2 We may pass your personal details and your **account** value to the external banking partner referred to in section 5.3.

- 22.3 Apart from this, we shall not at any time disclose to any person (including your employer) any confidential information concerning your account except as may be required by law, court order or any governmental or regulatory authority.

23 Cancellation

Cancellation by you

- 23.1 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.
- 23.2 If you wish to cancel, you should write to us at our **correspondence address**. You must post your instruction within the 30-day period.
- 23.3 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**.
- 23.4 If you cancel, 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**.
- 23.5 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 that your application has been accepted. This may be before any transfer has been completed.

- 23.6 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 your application 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.

Cancellation by us

- 23.7 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**.

24 Financial Crime

- 24.1 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 isn't a credit check and your credit rating shouldn't be affected.

25 Solvency Financial Condition Report

- 25.1 Every year we publish a Solvency and Financial Condition report which provides information about our performance, governance, risk profile, solvency and capital management. This report is available for you to read on our website at aviva.com/investor-relations/institutional-investors/regulatory-returns.

26 General

- 26.1 These Terms and conditions are, and any future communications will be, in English.
- 26.2 For information about our complaints handling procedures and any compensation which may be available to you, please refer to the **Key features** document.
- 26.3 There is no minimum duration for these Terms and conditions.
- 26.4 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'll notify you in writing 30 days before any such transfer.

27 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.

(i) Equalisation

After an Investment has been made in a Fund, the first distribution of income includes an element of Equalisation. This is treated as a return of capital for tax purposes, is not subject to income tax and so does not carry a tax credit or deduction of income tax.

(ii) VAT

All charges which You pay to Us, will include any VAT that may be applicable.

(iii) Income Tax and Capital Gains Tax

All income and capital growth produced is free of any UK income and capital gains tax. Neither income nor capital gains need to be declared on Your tax return. Some investment returns may be received by the Fund manager with tax credits, or after tax deductions, which cannot be reclaimed. We will notify You if, due to any failure to satisfy the provisions of the ISA Regulations, Your Aviva Stocks & Shares ISA is, or will no longer be exempt from tax.



Aviva Investment Solutions UK Limited.

Registered in England No. 6389025. Aviva, Wellington Row, York YO90 1WR.

Authorised and regulated by the Financial Conduct Authority. Firm reference number 515334.

Telephone 0345 602 9189 – calls may be recorded.

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