



**onefamily**  
modern family finance



# Stocks & Shares ISA

Terms and Conditions

# Terms explained

## Account

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

## Contributions

Monies paid into an Account either as a lump-sum or as regular Payments, but which are not Transfers from another ISA or Matured CTF/JISA.

## Death Benefit

The additional amount paid out to your estate in the unfortunate event of your death. For more information see section 15.6.

## FCA

The Financial Conduct Authority.

## Fund

Unit-linked Funds (commonly known as 'Life Funds'). Each of our Unit-linked Funds is linked to a policy issued by OneFamily. When you invest in the ISA, your money is combined with that of other investors to buy assets which are held by the Fund. The Fund is divided into Units of equal value which are allocated to the customers to reflect their share of the Fund's assets. The number of Units you get depends on how much you invest and the price of the Units at the time you buy. Funds are designed with specific objectives in mind and so each one will invest in different ways. It is important to remember that the performance of the Fund is not guaranteed. This means that the value of your investment can fall as well as rise.

## Fund Manager

Funds are managed by Family Assurance Friendly Society Limited, trading as 'OneFamily'. Your money will be invested in line with the objectives and asset allocation of the Fund. For more information, please see the Key Information Document and Fund Factsheet at [onefamily.com/fundinfo](https://onefamily.com/fundinfo)

## FSCS

The Financial Services Compensation Scheme (FSCS).

## HMRC

His Majesty's Revenue & Customs.

## ISA

An Individual Savings Account operated in accordance with the Rules and Regulations.

## ISA Subscription Limit

The total amount that an individual can pay into ISAs each Tax Year. Limits for the current Tax Year can be located here on the HMRC website [gov.uk/individual-savings-accounts](https://gov.uk/individual-savings-accounts)

## Matured CTF/JISA

A Child Trust Fund or Junior ISA where the beneficial owner of the Account has reached 18 years old and the Account proceeds have become available for Withdrawal or Transfer to an ISA or a Lifetime ISA.

## Nominated Bank Account

A specified UK personal bank or building society current account to which Withdrawals are sent.

## Originating Provider

The provider of another ISA or Matured CTF/JISA, the proceeds of which you have chosen to Transfer to your Account with us.

## Payments

Any monies paid into the Account including regular and lump-sum Contributions and Transfers from other ISAs or Matured CTF/JISA.

## PRA

Prudential Regulation Authority.

## Regulations

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

## Rules

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

## Tax Year

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

## Transfer

A Transfer is the process which allows you to move your ISA or Matured CTF/JISA money to another provider's ISA without the loss of tax benefits and avoiding the need to use

any more of your ISA allowance for that Tax Year. This is distinct from a Withdrawal where you take money from your ISA (or Matured CTF/JISA) and at the same time remove the tax benefits.

## Units

Every payment you make will buy a certain number of Units (after any charges have been deducted). The number of Units bought will depend on the price of those Units on the day the Units are bought. The value of the ISA is calculated by multiplying the number of Units you hold by the current unit price. Unit prices are published each Working Day on our website, [onefamily.com/dailyprices/](https://onefamily.com/dailyprices/)

## Withdrawal

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

## We/Us/Our

Family Assurance Friendly Society Limited trading as 'OneFamily'.

## Working Day

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

## You/Your

The person in whose name the Account is held.

# Welcome to your Stocks & Shares ISA

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

## Contents

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

## 1.0 Introduction

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

## 2.0 Law and language

- 2.1 The Account, its management and administration, and this contract are governed by English Law. All communication in relation to the Account will be in English and all financial transactions will be in pounds sterling.
- 2.2 The ISA investments will be, and must remain in, the beneficial ownership of the investor and must not be used as security for a loan.

- 2.3 The information in this document is based on our understanding of current law (including tax law), the Rules, the Regulations and FCA and HMRC guidance. These could change in the future and could affect the benefits of the Account.

## 3.0 Using our websites

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

## 4.0 Eligibility

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

You must not:

- Be a US Citizen (including dual nationals)
- Subscribe more than the overall ISA Subscription Limit in the same Tax Year

In relation to the above, if your circumstances change, you must inform us using the details set out at the end of these Terms and Conditions.

4.2 Joint accounts are not permitted.

## 5.0 Opening your Account

5.1 We will process your application on the Working Day it is received unless we need to ask you for proof of identity or are awaiting a Transfer form from you. Your ISA will be opened when both an application and a payment have been accepted by us. In the case of Transfers from another ISA or Matured CTF/JISA, your Account will be opened when we receive your Funds from the Originating Provider.

## 6.0 Making Payments

6.1 Payments (which must be made with your own money) may be made into the Account in any Tax Year up to Subscription Limits set by the Government. You will find the current ISA Subscription Limit by visiting [gov.uk/individual-savings-accounts](https://www.gov.uk/individual-savings-accounts)

6.2 We will accept Payments into your Account subject to the ISA Subscription Limit. An oversubscription could lead to the ISA becoming void. See section 14.7 for more information.

6.3 Contributions into the Account may be made by:

- Regular Direct Debit from a UK bank or building society Account or;
- Debit card (made online)

6.4 At our discretion, in accordance with section 10.0, 'Transfers into your ISA', and subject to the ISA Subscription Limit and the Rules, you may also be able to Transfer in:

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

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

6.5 The minimum Transfer value we will accept from another ISA or Matured CTF/JISA can be found at [onefamily.com/isa/](https://www.onefamily.com/isa/)

6.6 If you are starting your Account with a single or regular monthly Contribution, the initial investment amounts can be found in the 'How much can I pay in?' section of the Key Features document.

## 7.0 Returning Payments

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

- When the Account number and/or other details are quoted incorrectly when the payment is made
- Where the ISA Subscription Limit has been reached. In such circumstances, we will return the

entire payment rather than only the excess. An oversubscription could lead to the ISA becoming void. See section 14.7 for more information

- When we have been advised by HMRC to void a payment or the Account
- Where a payment is for less than the minimum amount
- Where the Account is cancelled

7.2 Where a payment is to be returned but has not yet been invested in a Fund, it will be returned without growth or interest added.

7.3 Where a payment is to be returned that has been invested in a Fund, it will be returned based on the Unit value at the time which is subject to market movements. Where the Unit value has increased, this may be subject to tax.

7.4 Any Payments will be returned in accordance with the terms outlined in section 14.0, 'Withdrawals and closing your Account' and, where any payment has been invested, in accordance with section 9.3.

7.5 Where we have to return a transfer payment, this will be returned to the Originating Provider. If the Originating Provider is not able to accept the payment back, we will contact you to discuss your options. All other Payments will be returned to the payee unless HMRC tell us otherwise.

8.3 We will provide full details of the available investment options on our website.

8.4 You are responsible for deciding whether the available investment options are suitable for you and your circumstances and to ensure their continued suitability. We will not provide investment advice and do not assess the products appropriateness for you.

8.5 When you apply, you must tell us which Fund you wish your money to be invested in.

8.6 Your initial and subsequent Payments will be invested in the Fund you select on your application. The exception to this is described in 8.7.

8.7 You can elect to move the entire value of your investment between the available Funds. In such circumstances, and in line with the terms outlined in section 9.0, 'Buying and selling Units', we will sell all the Units you hold in the Fund you are currently invested in and use the proceeds to purchase Units in the Fund you wish to move to. Any future Payments (including any Transfer from another ISA or Matured CTF/JISA) will be invested in the Fund you have moved to. We reserve the right to limit the number of times you may switch between Funds in any calendar year.

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

## 8.0 Investments

8.1 All Payments into your Account will be used to buy Units in one of the available Funds you have chosen.

8.2 We will tell you when you apply what investment options are available.

8.8 Should we make further investment options available after you have opened your Account, we will let you know.

8.9 The value of Units in any available Fund is not guaranteed. This means that the value of your Account could fall.

## 9.0 Buying and selling Units

9.1 Units will be bought and sold when we receive an instruction from you, when Payments are received and when Withdrawals, switches or death claims are made. For more information on how we manage our unit-linked Funds, visit [onefamily.com/our-story/company-information/financial-reports/](https://onefamily.com/our-story/company-information/financial-reports/)

9.2 When you make Payments into your Account, we will invest these sums by buying Units in the Fund you have chosen. The time between receiving your payment to investing it in the Fund(s) will depend on the payment method shown in the table below.

9.3 Where we receive a valid instruction to sell Units, we will sell Units by the end of the following Working Day. The only exceptions to this are:

9.3a The sale of Units will be delayed where Payments have not cleared.

9.3b Where you haven't set up a Nominated Bank Account.

9.4 Where Units are being sold in order to switch into another Fund, when we sell and buy Units will depend on when we receive the switch request:

- Where we receive your switch request before 10am on a Working Day, we will sell the Units on that day and purchase Units in the Fund you're switching to on the following Working Day
- Where we receive your switch request after 10am on a Working Day or we receive the instruction on a non-Working Day, we will sell the Units on the following Working Day and purchase Units in the Fund you're switching on the Working Day after that

Payment type	Day accepted	Day invested
<b>Direct Debit</b>	The day we receive the Direct Debit payment	The day the payment is accepted (or the following Working Day should the payment be accepted on a Saturday, Sunday or English public holiday)
<b>Debit Card</b>	The day the payment is authorised by the payer's bank or building society*	Up to three Working Days after the payment is accepted
<b>Bank Transfer or Standing Order</b>	The day the payment is authorised by the payer's bank or building society*	Up to two Working Days after the payment is accepted
<b>The Transfer of the value of another ISA or Matured CTF/JISA</b>	The day we receive the payment from the Originating Provider	By the end of the Working Day following acceptance of the payment
<b>Cheque</b>	The day we receive, and date stamp the cheque	The day after the payment is accepted

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

## 10.0 Transfers into your ISA

In accordance with section 1.2, please refer to our website which will outline what types of Transfer we will accept at the point you apply.

- 10.1 At our discretion, and subject to the Rules, Regulations and the ISA Subscription Limit, we will accept full or partial transfer payments from other ISAs and Matured CTF/JISAs.
- 10.2 We will only accept the Transfer-in of the value of another ISA or a Matured CTF/JISA and not the assets held within it; we do not accept in-specie Transfers.
- 10.3 Where we accept the value of any Transfer of Payments which were made into an ISA in the current Tax Year, the full amount must be Transferred (including any investment growth or interest arising from these Payments) and will continue to count towards the ISA Subscription Limit.
- 10.4 Where we accept the value of any Transfer of Payments which were made into an ISA in previous Tax Years (including a Matured CTF/JISA Transfer where the value is treated as previous years' Payments), the total amount Transferred will not count towards the general ISA Subscription Limit.

## 11.0 Transfers out

- 11.1 You can Transfer out the full value of your Account to another ISA at any time (subject to the new provider accepting such Payments). Please note that you will lose the Death Benefit on the ISA. The new provider may not provide a Death Benefit on your new ISA.

- 11.2 Any Transfer request will result in the sale of Units in the Fund(s) held within your ISA. The total amount will be Transferred to the new provider in cash. Please refer to section 9.0, 'Buying and selling Units'.
- 11.3 Where you request to Transfer out any Payments made in the current Tax Year, these must be Transferred in full and must include any interest or investment growth applied to these Payments.
- 11.4 We will Transfer the value of your Account within 30 days of us receiving a valid Transfer request from the new provider.

## 12.0 Information about our financial situation

### Details of OneFamily's Solvency and Financial Condition Report.

- 12.1 Under the Solvency II directive, we are required to provide you with a Solvency and Financial Condition Report (SFCR) which you can access via our website at [onefamily.com/our-story/company-information/financial-reports/](https://onefamily.com/our-story/company-information/financial-reports/)

### What happens if OneFamily becomes insolvent?

Account holders are protected by the Financial Services Compensation Scheme (FSCS) against the solvency of the insurer (OneFamily). As such, the Account holder may be entitled to compensation from the Scheme on behalf of a Customer in the event that the insurer is not able to meet its obligations.

You can get further information from the FSCS at: [fscs.org.uk](https://www.fscs.org.uk)

## 13.0 Charges

- 13.1 There is a charge for managing the Fund(s) you invest in. This is a percentage of the value of your investment. Additional costs involved in the day-to-day running of the Funds (not imposed by us) may also apply.
- 13.2 The charges that you will pay and how we take these charges depends on the investment options you choose. Details of the charges (along with estimates of any additional costs) can be found in the Key Information Document and also in the Fund's Factsheet found on our website at [onefamily.com/fundinfo](https://onefamily.com/fundinfo)
- 13.3 Charges may change in the future. If we introduce a new charge, we will notify you in accordance with 19.0 'Changes to the Funds or these Terms and Conditions'.

## 14.0 Withdrawals and closing your Account

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

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

- 14.3 This ISA doesn't allow flexible features which means that Withdrawals cannot be repaid into the Account in the same Tax Year without counting towards the ISA Subscription Limit for that year.
- 14.4 We reserve the right to request evidence to confirm:
- Your identity;
  - That the requirements of the Regulations have been met
- 14.5 We will close your Account:
- If you ask us to;
  - On your death (see section 15.0, 'Death');
  - If you Transfer the full value of your Account to another ISA (see section 11.0, 'Transfers out'); or
  - If HMRC tells us to void your Account
- 14.6 We reserve the right to close your Account if:
- We reasonably suspect that you have given us false or incorrect information, which is material to our decision to accept your application for your Account;
  - We reasonably suspect that your Account is being used for illegal purposes;
  - You behave in an abusive, threatening or violent manner towards our staff;

- You were not entitled to open your Account;
- We are required to do so by law or under the Rules or Regulations;
- If the value of your Account is less than the minimum balance - where we would provide you with 30 days' notice before closing your Account (details of the minimum Account balance can be found on our website); or
- We have not received an initial payment within 30 days of your Account being opened

14.7 We will give you 30 days' notice if an ISA is, or becomes, void. Following expiry of this notice we will sell the Units in the Fund at the next available price, or the next Working Day if the instruction is received on a weekend or Bank Holiday. The relevant ISA could be cancelled in its entirety if an over-subscription occurs and the proceeds will be returned to you.

## 15.0 Death

- 15.1 On your death your Account's tax benefits will continue, and will be referred to as 'administration period investments' held in a 'continuing Account of a deceased investor' until the earlier of the:
- administration of the estate is finalised, or;
  - three years after the date of death

After the earlier of these events, the 'continuing Account of a deceased investor' will no longer be Tax Exempt.

We will suspend the Account on the Working Day we receive all the documents we have requested from your personal representative,

including proof of the death, no further Contributions will be allowed following the date of death, and the Account cannot be Transferred to another provider.

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

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

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

Further information is available on request.

15.2 We will sell your Units by the end of the Working Day after we receive and accept all the documents we have requested and after all Payments have cleared.

15.3 The full value of your Account will be subject to fluctuations in the unit price until we sell the Units.

15.4 We will make payment to your estate within four Working Days of the day Units are sold.

15.5 It will be the responsibility of your personal representatives to report any tax liability to HMRC.

## Death Benefit

- 15.6 The Death Benefit (referred to as a qualifying life policy under the ISA Regulations) under your policy within a OneFamily ISA will be paid to your estate. The amount payable on death is 101% of the value of the Units held within your ISA on the date described in 15.2.
- 15.7 The Death Benefit is for the benefit of the ISA Account holder. This Death Benefit cannot be surrendered or transferred to you or another person, and will only be available upon death.
- 15.8 The Death Benefit will terminate automatically if it ceases to be owned or held in the ISA.

## 16.0 Cancellation period

- 16.1 Once we have accepted your application and your first contribution, you will have 30 days to cancel your Account.
- 16.2 Upon receiving your cancellation request within the cancellation period referenced in 16.1, we will sell your Units by the end of the Working Day after we receive and accept any documents we have requested in connection with your Nominated Bank Account and after all Payments have cleared.
- 16.3 Where you exercise your right to cancel, and subject to 16.4 and 16.5, we will sell any Units held in your chosen Fund and return the proceeds to your Nominated Bank Account within four Working Days of the day the Units are sold. If you have not set up a Nominated Bank Account, this may delay the return of monies to you.

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

- 16.4 Where Payments have been made into your Account by way of a Transfer from another provider and you cancel your Account, you can ask us to:
- Transfer the value of the transfer payment to another ISA (please refer to 11.0, 'Transfers out'); or
  - Return the value of the transfer payment to you
- 16.5 Where the value of a transfer payment from another provider cannot be Transferred to a new provider, the value of the Transfer will be removed from the ISA tax wrapper and returned to you. Where this might be the case, we will contact you to discuss your options.
- 16.6 The value returned to you or Transferred to another ISA will reflect any loss or any gain in the unit price of the Fund(s).

## 17.0 Tax

- 17.1 The tax liability related to the value of your Account (including any growth in the value of the investments held within it) is subject to the Rules and Regulations and current tax law.
- 17.2 We will carry out the duties which we are bound by under the Regulations, including claims for repayment of tax.
- 17.3 You remain responsible for your own tax affairs, including making any applicable returns and Payments and complying with any applicable laws.

## 18.0 Liability

- 18.1 If, having made reasonable attempts to do so, we cannot provide services because of something beyond our control (including strikes, industrial action, or the failure of equipment or power supplies); we will not be liable to you for any loss that you may suffer as a result.
- 18.2 We have no liability for any action we have taken, or not taken, in good faith unless there has been negligence by us. This does not restrict or exclude any liability that we may have by law or under the Rules or Regulations.

## 19.0 Changes to the Funds or these Terms and Conditions

- 19.1 We can make a change to the Terms and Conditions but only for one or more of the following reasons:
- To make the Terms and Conditions easier to understand, fairer, or to correct mistakes;
  - To enable us to comply with the law (including tax law), or the Rules and Regulations, or to relevant industry guidance or codes of practice, or to respond to a decision or recommendation of any court, ombudsman or regulator;
  - To enable us to make reasonable changes to the way we manage your Account or your Fund(s), as a result of changes in technology or in the systems we use;
  - To increase a charge or charges (or to introduce a new charge) in order to reflect an increase in the costs in running the Fund(s), or in providing Account services to you; or
  - To improve the service to you or make the service, or the running of the Fund(s), more efficient or cost effective
- 19.2 Changes to the Fund(s), or a change of Fund(s), may also be made for the following additional reasons to those listed in 19.1:
- To try to improve the Fund(s), or the Account's, prospects for growth;
  - To change the assets strategy including the underlying assets to ensure consistency with the Fund objectives; or
  - To change the Fund Manager, where the objective of the Fund is not altered
- 19.3 Any change to the agreement or Fund(s) will be made in accordance with the Rules.
- 19.4 If we make a change to the Terms and Conditions which is to your detriment, we will notify you at least 30 calendar days before we make the change. Where this is not possible, we will notify you as soon as is practicable.
- 19.5 We will not necessarily inform you if we make changes that are not to your detriment. However, we will communicate relevant updates to you.

## 20.0 Communication

- 20.1 In most circumstances, the communications we send you about your Account will be electronic, usually by secure message.
- 20.2 Secure messages can only be viewed (and sent) by logging into our online service. When we send you a secure message, we will also send an email to your registered email address to tell you a secure message has been sent.

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

## 21.0 Privacy and data protection

- 21.1 Family Assurance Friendly Society Limited will hold your personal data in line with our Privacy Notice. The full version is here [onefamily.com/privacy](https://onefamily.com/privacy). It explains your rights as data subject and how we use your data. A copy is also available by writing to OneFamily, 16-17 West Street, Brighton, BN1 2RL; by calling Customer Services on 0344 8 920 920 or by emailing to [customerservices@onefamily.com](mailto:customerservices@onefamily.com)

## 22.0 Security

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

22.5 We will not act on any instruction until we receive any additional information that we feel is necessary to make sure the instruction is processed correctly and in accordance with these Terms and Conditions.

22.6 We will verify your identity when you apply. We also reserve the right to verify your identity at any other time, including when a payment or a withdrawal is made. This may include requiring you to provide proof of your identity. We may also use a credit reference agency when doing this.

22.7 Where we do not receive adequate identification when we ask for it, we reserve the right to refuse to:

- Open a new Account
- Accept Payments
- Release the proceeds of the sale of any Units held

### **23.0 Pricing errors, dealing errors and compensation**

23.1 Compensation may be paid in response to an error we have made that has resulted in a financial loss whether or not the affected person has complained.

23.2 Where there is an error which affects only one person, we will only pay compensation where the financial loss incurred by that person is calculated to be £1 or more at the time of the error.

23.3 Where a pricing or dealing error has occurred which affects the unit price by less than 0.1%, compensation would not normally be paid.

23.4 Where a pricing or dealing error occurs which affects the unit price between 0.1% and 0.5%, compensation may be considered.

23.5 Where a pricing or dealing error occurs which affects the unit price by more than 0.5%, compensation will be paid.

23.6 Compensation may be paid to the Fund, Account or to individual Account holders in response to an error we have made that has resulted in a financial loss whether or not the affected person has complained.

23.7 Where compensation is by means of a cash payment (e.g. paid directly to you), no compensation would normally be paid unless the amount due is £10 or more.

23.8 Wherever possible we attempt to calculate any compensation Payments consistently in line with guidance provided by the Financial Ombudsman Service.

### **24.0 Ownership**

24.1 The Account will be in your name only and the ownership cannot be changed.

24.2 You cannot assign the Account to a third party and you cannot use the Account as security for a loan.

### **25.0 Corporate governance and membership**

25.1 OneFamily is the trading name for a group of companies which includes Family Assurance Friendly Society Limited (the ISA Manager for this product).

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

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

We believe that it is important for our directors to listen to the views of our customers and understand how they affect the running of our business. We invite you to talk to our directors and take an active interest in the governance of Family Assurance.

For more information, go to the 'Member' section on [onefamily.com/company-information/membership/](https://onefamily.com/company-information/membership/). You can also email feedback to [members@onefamily.com](mailto:members@onefamily.com), or write to: Member Relations Team, OneFamily, 16-17 West Street, Brighton East Sussex, BN1 2RL. These contact details should not be used for enquiries about your Account.

## 26.0 Complaints

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

26.2 We will deal with all complaints in line with our complaints handling procedure which can be found at [onefamily.com/complaints](https://onefamily.com/complaints)

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

## 27.0 Conflicts of Interest

27.1 We will manage any conflict of interest in line with our Conflicts of Interest Policy which can be found on our website at [onefamily.com/our-story/company-information/](https://onefamily.com/our-story/company-information/)

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

A summary of this policy is detailed below:

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

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

Our full Conflicts of Interest policy is available on request.

## 28.0 Customer categorisation

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

## Useful contacts

### **HM Revenue & Customs (HMRC)**

HMRC Savings helpline: 0300 200 3312

### **Financial Ombudsman Service**

Exchange Tower,  
London E14 9SR

0800 023 4 567

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

[financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

### **Financial Services Compensation Scheme (FSCS)**

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

0800 678 1100


[fscs.org.uk](http://fscs.org.uk)

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



## Contact us

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

 0344 8 920 920\*

 [onefamily.com](https://onefamily.com)

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

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

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