

## Purpose

This document governs your relationship with Police Mutual Assurance Society Limited ("Police Mutual") and sets out our respective rights and responsibilities.

## Introduction

These Terms apply to your investment in any of the following Police Mutual products (each a **"PM Product"**):

- Regular Savings plan
- Children's Bond
- Options ISA

**Section A** contains general terms that apply to all PM Products.

**Section B** also applies to you if you're investing in the Options ISA.

When we accept your application to purchase a PM Product, these Terms, your Application and Key Information Document or Key Features Document will together be a binding agreement (the **"Agreement"**) between you and Police Mutual.

This is an important document. Please read it carefully and keep a copy safe so that you can refer to it in the future.

## SECTION A General Terms and Conditions

Police Mutual Assurance Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Police Mutual Assurance Society Limited is on the Financial Services Register (reference number 110050). Police Mutual's Head Office is situated in the UK.

### Eligibility

Anyone who's a serving or retired Police employee can benefit from Police Mutual. This includes Police Officers, Police Staff, PCSOs and Special Constables. The families of current and retired Police employees can also benefit. So whether you're the partner, parent, brother, sister, child, grandchild, niece, nephew or in-law of somebody in the Police, you can benefit.

### How members are categorised

We classify you as a Retail Client. This means that you are entitled to the greatest level of regulatory protection available under the FCA rules.

### Conflicts of interest

In line with the FCA Rules, we have a written conflicts policy that sets out the types of conflicts or potential conflicts of interest that affect our business and provides details of how these conflicts are managed. Where we can't ensure that risks of damage to the interests of our customers will be prevented, we will disclose appropriate information on the conflict.

## Liability

We will manage your plan with due care and diligence, in accordance with the Key Information Document/Key Features Document and these Terms and in addition for ISAs, with the ISA Regulations. We are responsible to you for any loss, injury or damage suffered by you due to our negligence or fraud; any material breach by us of these Terms; or any failure, delay (that was within our control) or error by us in carrying out your instructions. However, we will not be liable to you for any indirect or unforeseeable losses, costs, claims, demands, expenses or any other liabilities whatsoever (including any demands or claims by HMRC) due to unforeseen circumstances beyond our reasonable control.

## Proof of identity

To meet money laundering regulations we may check your identity online with a reference agency. The agency will add a note to your credit file to show we've checked, but this information won't be available to third parties - and it won't affect your credit rating.

## Term of the Agreement

Our Terms will apply for as long as you are invested in PM Products. You may terminate our Agreement at any time. See your Key Information Document or Key Features Document for details.

## Variation of the Agreement

The terms of the Agreement, including the charges we apply, may vary as a result of:

- Changes in our products or services, the cost of them, or the way we provide them (including adjusting charges to reflect the changes in inflation);
- Improvements to our services which are to your advantage;
- Changes we may reasonably make in existing and new activities;
- Changes in the law, or its interpretation, codes of practice or regulations;
- Complying with a decision, requirement or recommendation by a court, ombudsman or regulator;
- Correcting an error;
- Protecting our financial strength in the interests of all our members;
- Harmonising the charges concerned following an acquisition, transfer or merger; or
- In the case of ISAs where there is a change in the HMRC ISA Regulations that brings our Terms into conflict with them.

We will always give you at least 30 days' notice in writing before changing these Terms or otherwise include it in your yearly statement where this is not possible. You can end the Agreement with us by closing your investment or transferring your ISA to another provider if you are not happy with any changes we propose to make. No termination charge is made for this.

## Assignment of Rights and Obligations

We will not transfer the rights and obligations under our Agreement with you to a third party otherwise than in accordance with applicable law and the FCA Rules or as directed by the FCA. If we do, we will exercise all due care, skill and diligence in assessing whether such third party will apply adequate measures to protect your money and whether it will do so in accordance with the FCA Rules.

## Governing Law

Your plan is governed by the law of England and Wales. ISAs are also subject to the ISA Regulations; in the event of any conflict between these Terms and the law and the ISA Regulations, the law and the ISA Regulations will prevail.

## Language

All correspondence will be in English.

## Life cover nominations

You can nominate someone to receive a lump sum amount of up to £5,000 from your plans in the event of your death. We will pay up to £5,000 immediately to your nominee if you die. If there is any additional money due this will be paid to your estate.

Your nomination applies across all of your life insurance, savings and investment plans (except the Guaranteed ISA and pensions). You can cancel or change your nomination at any time. The nomination will automatically be cancelled if you replace it with a new one, you marry (even if you marry your nominee) or your nominee dies. Call us on 0345 88 22 999 if you'd like to make a nomination or change an existing one.

## SECTION B

### Additional Terms and Conditions for ISAs

#### Investment in the ISA

- It's your responsibility not to exceed the Annual ISA Allowance
- You should only invest your own money
- A plan may be owned or held only as a qualifying investment for an ISA. Your plan will automatically end if it's no longer owned or held as a qualifying investment in the ISA. It will be closed and we'll pay you the plan's value
- No part of your plan or the rights conferred by it can be transferred to you (other than the cash proceeds paid to you for withdrawals or on termination)
- No part of your plan can be assigned to anyone else, unless it's transferred from one ISA manager to another, or if it's to a personal representative in the event of your death
- ISA investments will be and must remain in your ownership. They cannot be used as security for a loan
- Your payments are classed as contributions to a policy of insurance with us. They will be held in your ISA from the date when your first payment is received, or deemed to be received, by us

#### Management of the ISA

The manager of the Options ISA is Police Mutual Assurance Society Limited, and we manage the plans according to these Terms, the ISA Regulations and the instructions you give.

We may delegate any functions or responsibilities under this Agreement to another person, but only once we're satisfied that any such person is competent to carry them out.

## Withdrawals, closure and transfers out

Subject to the ISA Regulations you can ask us to:

- Close your plan and pay all of the investment value held in the ISA to you (within 30 days)
- Withdraw all or part of your investment in the ISA and pay the value to you (within 30 days). Only the cash proceeds can be paid to you
- Transfer all of the amount in the ISA, with all rights and obligations of the parties, to another HMRC approved ISA manager who agrees to accept the transfer (within 30 days).
- It isn't possible to transfer out part of your plan.

If you want to transfer your ISA to another ISA manager you need to contact the new ISA manager and fill in the ISA transfer forms they give you. The new ISA manager will then send us your completed transfer forms and let us know whether they will accept the transfer of your ISA.

If you decide to withdraw only part of the investments in your ISA, you must make sure that the remaining investments meet the minimum holdings set out in the Key Information Document or Key Features Document. Please refer to the relevant Key Information Document or Key Features Document for details of the minimum thresholds.

## Deductions

We may deduct from the plan:

- Any sums due to us under the Agreement, and
- A sum reasonably determined by us to represent any tax liabilities of the planholder, or those of personal representatives in connection with the plan that we are (or may be) accountable for under the ISA Regulations - except where the plan is being transferred to another ISA manager

## Records and Tax

We will keep all records relating to your ISA according to the ISA Regulations. We will make tax returns to HMRC and will give you all the tax information the ISA Regulations say we must provide.

We will make any necessary claims in respect of tax deductions relating to your investments and income from them, in line with UK tax regulations. We will also be entitled to give all relevant information and documents required by HMRC under UK regulations to them.

**Voiding** - We will contact you if your ISA has lost or will lose its tax advantages because it does not meet the requirements of the ISA Regulations. If your plan is voided it will automatically end and we'll pay you the value less any tax that is due to HMRC.

## Additional Permitted Subscription ISA Allowance

If a planholder dies, surviving married and civil partners (who have not separated from their partner) may inherit the value of their partner's ISA as a one-off Allowance. They can choose to invest up to this amount into ISAs in their own name in addition to their own Annual ISA Allowance. We'll provide further details if a claim is made, although it is not currently possible to invest this Allowance with Police Mutual.