# **Key Information Pack**

The AA ISA is provided by Family Investments.

Money in this AA ISA is deposited with Bank of Ireland UK.



# **Key Features of the AA ISA**







The Financial Conduct Authority is a financial services regulator. It requires us, Family Investments, to give you this important information to help you decide whether an AA ISA is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

Please read these Key Features with the Terms and Conditions, which contain more detailed information about how an AA ISA, and the products you can hold within it, will work. You should also read the relevant Product Factsheet carefully and keep this safe for the product(s) that you select to open within your AA ISA, as they contain important information including the interest rates available and any restrictions on withdrawals.

The AA ISA is provided by Family Investments and your money will be deposited with Bank of Ireland UK. Any references to "we", "us" or "our" in these Key Features means Family Investments.

#### What is the AA ISA?

The AA ISA is a cash ISA that allows you to split your cash ISA savings into a selection of variable and fixed rate products. You will only have one AA ISA with us, but can hold multiple products within it. The maximum you can save this tax year is £15,240 (subject to any stocks and shares ISA contributions).

On opening an AA ISA, you will automatically have a 'Holding Account' set up for you. The Holding Account is a product held within your AA ISA which is intended to help you manage your cash ISA savings. For example, you can use it to consolidate your cash ISA savings before opening a specific product, or use it to split funds transferred in from an existing ISA provider into multiple products within your account.

Please note, the products and rates of interest on offer can be changed or withdrawn at any time. If you are using the Holding Account to consolidate or split your cash ISA savings before opening a specific product, there is a risk that the product or rate of interest you wanted will no longer be available by the time any funds are received.

Before making a decision to transfer to us, you should check if your current provider will charge a fee.

The table below is an example of how you could potentially split the value of your AA ISA into a selection of products within it, if you made a deposit of £15,240.

AA ISA example				
Easy Access	1 Year Fixed Rate	2 Year Fixed Rate	Holding Account f0	
£1,000	£4,000	£10,240		

Once your AA ISA is open, you will be able to open additional products and move money between existing products already held in your account, without completing further applications.

For each available product, important product specific information is summarised in a Product Factsheet. This should be read carefully before making any decision to open additional products.

Key Product Information for the AA ISA	
Account Name	AA ISA
Interest rates (AERs)	The AA ISA allows you to split your cash ISA savings into a selection of variable and fixed rate products, all held within your online account. Each product will have a Product Factsheet, which details the interest rate you will receive and when interest will be paid.
Current interest rates can be found online or in the relevant Product Factsheets. For more information on interest, please see pages 21 and 22 of the Terms and Conditions.	
Tax status	Tax-free*
Conditions for	N/A (for further information about interest, please refer to the

Tax status	Tax-free*
Conditions for bonus payment	N/A (for further information about interest, please refer to the individual Product Factsheets).
Withdrawal arrangements	The minimum amount you can withdraw from any product is £10, or the value of that product, whichever is less.  Easy Access products may have restrictions on the number of withdrawals you can make during each tax year. Withdrawals are not permitted during the fixed term of Fixed Rate products. If you need to access the money in a Fixed Rate product during the fixed term, you will need to close the product (or transfer out your entire AA ISA) and a breakage charge may be applied. The Product Factsheet will contain information on any restrictions that you need to be aware of.  Withdrawals can be made to either the Holding Account, where the funds can then be reinvested into other products within your AA ISA, or to the bank or building society account you have previously nominated (i.e. your nominated account).  Any payment you request to have paid to your nominated account will no longer benefit from the tax advantages of ISAs.  If you have paid into your AA ISA in the same tax year you close it, you won't be able to pay money into another cash ISA in that tax year.



For more information on charges for closing a Fixed Rate product within its fixed term, please see the "Charges and taxes" section on pages 20 and 21 of the Terms and Conditions.

Access	Access: The AA ISA can only be accessed and managed online. Once you access your account, you will be able to open additional products (when available), move money between existing products (providing this is an option within the Product Factsheets) and request withdrawals. You'll be able to contact us by sending us a 'secure message' from your online account.
	Please note, you will not be able to access or manage your AA ISA by telephone or post.



For more information on paying money in see pages 17 to 20. You can also find more information on nominated accounts on pages 15 and 16 of the Terms and Conditions, and further information on withdrawals can be found on pages 23 and 24 of the Terms and Conditions.

The tax advantages of the AA ISA depend on your individual circumstances and the tax treatment may change in the future.

<sup>\*</sup>Tax-free means the interest paid will be free from UK Income Tax and Capital Gains Tax.

# **Questions and Answers**

Your key questions	s answered	
What is an ISA?	ISA stands for Individual Savings Account. ISAs were launched by the Government to give people a tax-efficient way to save for the future. There are two types of ISA; cash ISAs (which can have a variable or a fixed rate of interest) and stocks and shares ISAs.  You can invest up to £15,240 between a cash ISA and a stocks and shares ISA this tax year (that's from 6th April to 5th April). For example, if you invest £9,240 in a cash ISA with one provider, you can invest the remaining £6,000 ISA allowance in a stocks and shares ISA with the same or another provider. You can only invest in one cash ISA and one stocks and shares ISA in each tax year.	
Is the AA ISA right for me?	The AA ISA could be right for you if you are a UK taxpayer, aged 16 or over who would like to manage your cash ISA savings through an online account. All withdrawal payments that you request to have sent to you will be paid to your nominated account, so you must be comfortable with receiving payments by this method.  The products and rates of interest on offer can be changed or withdrawn at any time. This could limit the amount of choice you have when managing your cash ISA savings until new products or rates of interest become available.  Individual products may also have restrictions on withdrawals, so you should carefully read the information contained in the Product Factsheet before making any decision to open additional products within your account.  Please remember the tax advantages depend on your individual circumstances and the tax treatment of ISAs may change in the future.  Neither we, nor the AA, provide advice. If you have any doubts about the suitability of this account, you should seek independent financial advice.	
Who can open the AA ISA?	To open an AA ISA you must be 16 or over and a UK resident for tax purposes. You will also need to nominate a UK personal bank or building society account which is in your name (sole or joint).  You can only pay into one cash ISA with one provider each tax year. If you have already paid into a cash ISA this tax year, you can still open the AA ISA by transferring another ISA you hold to us. However, unless you transfer your current year's cash ISA to us, you will not be able to make payments into your AA ISA. Before making a decision to transfer to us you should check if your current provider will charge a fee.  ISAs cannot be applied for in joint names.	
i Please see pag	e 15 of the Terms and Conditions for more information on eligibility.	
Is the AA ISA a stakeholder ISA?	No, the AA ISA is not a stakeholder ISA.	

You can open an AA ISA with either a deposit or a transfer of an existing ISA by completing an application online. Your initial payment must meet any minimum or maximum payment amount for the product you've selected to open within your AA ISA. This will be detailed in the Product Factsheet.

If you are opening your AA ISA with a deposit, you can make this by:

- a debit card payment online; or,
- How can I open the AA ISA?

• posting us a cheque.

You can only make your initial deposit by debit card if we're able to verify your identity electronically, which will be confirmed during the application process. Additionally, if you are under the age of 18 when applying or you are applying with a Power of Attorney, any initial deposit will need to be made by cheque.

Before making a decision to transfer to us you should check if your current provider will charge a fee.

# What happens after I apply?

Within 24 hours of applying for your AA ISA, you'll receive an email from us confirming that you can access your details online, including your secure messages.

There may be circumstances where we need further information or proof of your identity before we can accept your application. If this happens we will send you an additional email asking you to check your secure messages, which will confirm what information we need before we can proceed with your application.

We will open your AA ISA when we accept your application and either:

- we receive and accept your deposit; or,
- we request the transfer value for your existing ISA; whichever is earlier.

# When will my AA ISA open?

There may be delays in opening your AA ISA because we need to ask you for more information or proof of your identity. If this happens, we will let you know.

No interest will be paid until your AA ISA is open. If we are unable to open your AA ISA within 30 days of receiving your application, any deposit you have made will be returned without interest



See pages 15 and 16 of the Terms and Conditions for more information on proof of identity and accepting your application.

# Can I pay money into my AA ISA once it is open?

Yes, you will be able to pay more money in to your AA ISA once it is open. If you do not make a deposit into your AA ISA during a full tax year (or an ISA transfer containing current year's deposits), you will need to contact us before you can make deposits or transfers in subsequent tax years.

You can make payments by accessing your account online. Payments can be made into new products (when available) or into existing products held in your AA ISA (that accept additional payments), including your Holding Account.



For more information about making payments, please see pages 17 to 20 of the Terms and Conditions.

Once your AA ISA is open, you can open additional products by accessing your account online.

If you ask to open an additional product, your initial payment must meet any minimum or maximum payment amounts, which will be detailed in the Product Factsheet of the product you've selected to open.

You can open an additional product by:

- making a deposit by a debit card payment online or sending us a cheque; or,
- requesting to transfer in funds from an existing ISA you hold; or,
- moving money from an existing product already held within your AA ISA, including from your Holding Account.

The maximum deposit you can make for the current tax year is £15,240, although this amount will be reduced if you have already made deposits into your AA ISA or are making payments into a stocks and shares ISA.

Some products have restrictions on moving money from one product to another, which will be detailed in the Product Factsheets. Before making a decision to transfer to us, you should check if your current provider will charge a fee.



How do I open

additional

products?

For more information about making payments to open an additional product, please see pages 17 to 20 of the Terms and Conditions.

How do I make additional payments into an existing product?

You can make additional payments into an existing product you've already opened within your AA ISA by accessing your account online. You will only be able to pay into an existing product if additional payments are permitted, which will be detailed in its Product Factsheet.

Additional payments can be made with one-off deposits of £10 or more by making a debit card payment online, or from £1 if you send a cheque directly to us. The maximum deposit you can make is £15,240 for this tax year (subject to any deposits you've already made into your AA ISA and any stocks and shares ISA contributions).

Payments can also be made from £1 by moving money from another product already held within your AA ISA, providing there are no restrictions within the Product Factsheet.

Alternatively, you can also make a payment by requesting to transfer an existing ISA you already hold. Before making a decision to transfer to us, you should check if your current provider will charge a fee.



For more information about when your payment will start to earn interest in your existing product, please see page 21 of the Terms and Conditions.

## How will I know how much my savings are worth?

Every year, we will provide you with a statement showing the balance of your AA ISA and the individual products held within it as of 5th April. You can also access your account online at any time for a valuation or send us a secure message if you need other information about your

AA ISA or the products held in your account.

Are there any charges?

We do not charge to set up the AA ISA or to process standard services (as described in the AA ISA Terms and Conditions).

Fixed Rate products may have a breakage charge associated with closing the product during its fixed term. If a breakage charge is applicable, it will be detailed in the Product Factsheet.

Charges may change in the future.



Please see pages 20 and 21 of the Terms and Conditions for more detail about charges and changes to charges.

### Can I cancel mv AA ISA?

Yes, you have 14 days from the date your AA ISA opens to cancel your account. You can let us know you'd like to cancel by sending us a secure message. If you decide to cancel, your AA ISA and any products you've opened within it will be closed and you will receive a full refund of any deposits you've made plus tax-free interest. Any returned deposits will not be regarded as having been paid into the ISA, and so will not count towards your ISA allowance for the current tax year.

If you do not cancel within the 14-day cancellation period, and request to close your AA ISA after this date, your money will no longer benefit from the tax advantages of ISAs. If you've paid in to your AA ISA in the same tax year that you close it, you won't be able to pay money into another cash ISA in the same tax year.



Please see pages 16 and 17 of the Terms and Conditions for more information about cancellation, including information on what happens if you cancel and you have requested a transfer.

> You cannot 'cancel' individual products that you've selected to open within your AA ISA. This means that unless you cancel your entire AA ISA within the 14-day cancellation period, any deposits you've made into your product(s) will count towards your annual ISA allowance.

> Although you can't cancel individual products, you can request to close any product held within your AA ISA at any time. Some products will also allow you to take partial withdrawals from them. To request a withdrawal or to close a product, you'll need to send us a secure message. Any associated withdrawal restrictions or breakage charges will apply. You can find information about these within the Product Factsheets.

### Can I cancel individual products held in my AA ISA?

When you request a withdrawal or to close the product, you can ask to have the money paid either to your nominated account or to the Holding Account of your AA ISA. If you've requested to have the money paid to your nominated account, the money will lose its tax advantage; however, if the money is paid to your Holding Account you can reinvest these funds into other products within your AA ISA and it will retain its tax advantages.

Please note, if a Fixed Rate product you've selected to open has a breakage charge associated with closing the product during its fixed term, this will be waived providing your request to close is received within 14 days of the product opening. If this is an option for the product, it will be stated in its Product Factsheet.

# Can I transfer my AA ISA?

Yes. You can transfer your AA ISA in full to either another cash ISA or a stocks and shares ISA. Partial transfers are not permitted, and you will not be able to transfer out individual products held within your AA ISA.

If you decide to transfer your AA ISA and you have a Fixed Rate product which is within its fixed term, a breakage charge will be applied. Any breakage charge applied will be the charge detailed in the Product Factsheet.

# Other Information

# **Complaints**

If you need to make a complaint, please contact us and we will do everything we can to resolve your complaint as quickly as possible, but please allow up to 5 working days for a reply.

If you want to make a complaint you can do so by logging into your account and sending us a secure message. Complaints can also be made by writing to AA Savings, PO Box 5417, Brighton BN50 8HP.

Alternatively, you can speak to a member of our Customer Services Team by calling 0333 2205069\*.

When we first contact you about your complaint, we will send you a summary of the procedures that we will follow when resolving it. A copy of these procedures is also available on request.

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

Making a complaint won't affect your legal rights.

You can contact the Financial Ombudsman Service by writing to:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

0300 123 9123

www.financial-ombudsman.org.uk

complaint.info@financial-ombudsman.org.uk

For more information about how to make a complaint about a financial product or service, including information on your legal rights, please see the Money Advice Service leaflet "Making a Complaint", which is available on their website

www.moneyadviceservice.org.uk or by calling their helpline on 0300 500 5000.

\*Lines are open 9am to 7pm weekdays and 9am to 1pm Saturdays. Calls may be monitored and recorded for training purposes. Calls to 03 numbers cost the same as calling 01 and 02 numbers and count towards inclusive allowances on landlines and on mobiles. The actual cost will depend on your provider's tariff. For more information please contact your provider.

# **Deposit protection**

On pages 11 to 13, you will find a 'Deposit Information Sheet'. This sets out details of how your money is protected with Bank of Ireland UK who is the 'deposit-taker' for the AA ISA.

If you make payments directly to us by cheque or by debit card, we will initially pay these into an account held with NatWest. We will then transfer this money to Bank of Ireland UK. This is also what happens if we receive a transfer cheque from another ISA provider.

Please note that any money you hold in other accounts with NatWest will count towards compensation limits. You can find out more about how your money is protected when it's held in a bank or building society account by going to the "What we cover" section of the Financial Services Compensation Scheme (FSCS) website at www.fscs.org.uk.



For more information on how your money will be held, please see the "Holding your money" section on page 28 of the Terms and Conditions.

# **Deposit Information Sheet**

Basic Information about the protection of your eligible deposits		
Eligible deposits in Bank of Ireland (UK) plc are protected by:	the Financial Services Compensation Scheme ("FSCS")1	
Limit of protection:	£75,000 per depositor per bank / building society / credit union <sup>2</sup> The following trading names are part of your bank / building society / credit union: 'Bank of Ireland UK' and 'Post Office Money' and savings accounts under the 'AA Savings' brand provided by Bank of Ireland UK	
If you have more deposits at the same bank / building society / credit union:	All your eligible deposits at the same bank / building society / credit union are "aggregated" and the total is subject to the limit of £75,000 <sup>2</sup>	
If you have a joint account with other person(s):	The limit of £75,000 applies to each depositor separately <sup>3</sup>	
Reimbursement period in case of bank, building society or credit unions failure:	20 working days <sup>4</sup>	
Currency of reimbursement:	Pound sterling (GBP, £), or, for branches of UK banks operating in other EEA Member States, the currency of that State.	
To contact Bank of Ireland (UK) plc for enquiries relating to your account:	AA Savings Tel: 0333 2205069	
To contact the FSCS for further information on compensation:	Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU  Tel: 0800 678 1100 or 020 7741 4100 Email: ICT@fscs.org.uk	
More information:	http://www.fscs.org.uk	

#### <sup>1</sup> Scheme responsible for the protection of your eligible deposit

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank, building society or credit union should occur, your eligible deposits would be repaid up to £75,000 by the Deposit Guarantee Scheme.

#### <sup>2</sup> General limit of protection

If a covered deposit is unavailable because a bank, building society or credit union is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum £75,000 per bank, building society or credit union. This means that all eligible deposits at the same bank, building society or credit union are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £75,000.

This method will also be applied if a bank, building society or credit union operates under different trading names. Bank of Ireland (UK) plc also trades under Bank of Ireland UK and Post Office Money and AA Savings. This means that all eligible deposits with one or more of these trading names are in total covered up to £75,000.

In some cases eligible deposits which are categorised as "temporary high balances" are protected above £75,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- (a) Certain transactions relating to the depositor's current or prospective only or main residence or dwelling;
- (b) A death, or the depositor's marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) The payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under http://www.fscs.org.uk

#### <sup>3</sup> Limit of protection for joint accounts

In case of joint accounts, the limit of £75,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £75,000.

#### <sup>4</sup> Reimbursement

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: ICT@fscs.org.uk. It will repay your eligible deposits (up to £75,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request. Again, there are specific exceptions to this obligation.

In the case of a depositor which is a large company, where the FSCS cannot make the repayable amount available within 7 working days, it will, from 3 July 2015 until 1 December 2016, ensure that you have access to your covered deposits within fifteen working days of a request containing sufficient information to enable it to make a payment, save where specific exceptions apply.

In the case of a depositor which is a small local authority, where the FSCS cannot make the repayable amount available within 7 working days, it will, from 3 July 2015 until 1 June 2016, ensure that you have access to your covered deposits within fifteen working days of a request containing sufficient information to enable it to make a payment, save where specific exceptions apply.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under http://www.fscs.org.uk.

#### Other important information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank, building society or credit union will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank, building society or credit union shall also confirm this on the statement of account.

# **Exclusions List**

# A deposit is excluded from protection if:

- 1 The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, building society or credit union.
- 2 The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- 3 It is a deposit made by a depositor which is one of the following:
  - credit institution
  - · financial institution
  - investment firm
  - insurance undertaking
  - reinsurance undertaking
  - collective investment undertaking
  - pension or retirement fund¹
  - public authority, other than a small local authority

The following are deposits, categories of deposits or other instruments which will no longer be protected from 3 July 2015:

- deposits of a credit union to which the credit union itself is entitled
- deposits which can only be proven by a financial instrument<sup>2</sup> unless it is a savings product
  which is evidenced by a certificate of deposit made out to a named person and which exists
  in a Member State on 2 July 2014
- deposits of a collective investment scheme which qualifies as a small company<sup>3</sup>
- deposits of an overseas financial services institution which qualifies as a small company<sup>4</sup>
- deposits of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company<sup>5</sup> - refer to the FSCS for further information on this category

For further information about exclusions, refer to the FSCS website at www.fscs.org.uk

<sup>&</sup>lt;sup>1</sup>Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded

<sup>&</sup>lt;sup>2</sup>Listed in Section C of Annex 1 of Directive 2014/65/EU

<sup>&</sup>lt;sup>3</sup> Under Companies Act 1985 or Companies Act 2006

<sup>&</sup>lt;sup>4</sup>See footnote 3

<sup>&</sup>lt;sup>5</sup>See footnote 3

# **Terms and Conditions**

This section sets out the Terms and Conditions of the AA ISA provided by Family Investments. The Terms and Conditions, together with the Key Features and Product Factsheets, explain how your AA ISA and the products that you can hold within it will be managed, and sets out both your, and our, rights. Please make sure you read the Terms and Conditions, Key Features and any relevant Product Factsheets carefully and keep a copy safe for future use, as they contain important information you'll need to know.

### **Definitions**

**Access** – Unless otherwise stated, "access" or "accessing" means logging into your account through the website (see below).

**Account** – The AA ISA provided by Family Investments.

Breakage charge – A charge applied for closing a Fixed Rate product within its fixed term, including on transferring your AA ISA or if we have to void a deposit. The breakage charge will not be applied if a Fixed Rate product is closed within the first 14 days of the product being opened.

Day – Calendar days (also see "Working Day" below).

Family Investments – Family Equity Plan Limited and any nominee company within the Family group.

**FCA** – Financial Conduct Authority. The FCA is one of the two UK financial services regulators, working alongside the PRA.

Holding Account – A product held within your AA ISA which is automatically set up when you open your account. The Holding Account allows you to manage your cash ISA savings.

**HMRC** – HM Revenue & Customs. Responsible for setting the rules which relate to ISAs.

**Internal transfers** – A transfer from one ISA to another ISA, where both ISAs are provided by Family Investments.

ISA - Individual Savings Account.

**ISA manager** – A firm authorised by HMRC to provide and manage ISA investments.

**Nominated account** – A specified bank or building society account into which withdrawal payments can be made.

**PRA** – Prudential Regulation Authority. The PRA is one of the two UK financial services regulators, working alongside the FCA.

**Product** – The products provided by Family Investments, which are held within the AA ISA.

Product Factsheet – The document that contains detailed information about how each product will work, including information about interest and withdrawal arrangements. For new products these can be found on the AA website located at www.theaa.com/savings. Once you have opened a product you can access the Product Factsheet in the 'My Documents' section of your online account.

**Received/Receipt** – Unless otherwise stated, "Received" or "Receipt" means received by Family Investments.

**Regulations** – The Individual Savings Account Regulations 1998 (as replaced or amended from time to time).

Rules – The Financial Conduct Authority (FCA) or Prudential Regulation Authority (PRA) rules (as replaced or amended from time to time).

Secure message – The method of contact that will be used between you and us when communicating about your account. Secure messages can be viewed or sent by accessing your account online.

Security details – The combination of details that are used to access your account online. This includes your username, password and memorable guestions and answers.

Tax year – A year beginning on 6th April in any year and ending on 5th April in the following year.

**Void** – Where an ISA, or payments into an ISA, have been found to be invalid because of a failure to meet the ISA regulations.

**We/us/our** – Family Equity Plan Limited (trading as Family Investments).

Website/online – The online area for you to manage your account, which can be accessed through the AA website located at www.theaa.com/savings or such other URL as may be designated from time to time for this purpose.

Working Day – Any day of the week not including Saturdays, Sundays and English public (bank) holidays.

You/vour - The ISA holder.

# **Details of the firms involved**

**ISA Manager:** Family Equity Plan Limited (part of the Family Investments group of companies), 16-17 West Street, Brighton, BN1 2RL. The main business of Family Equity Plan Limited is arranging investment business.

Deposit-taker (the bank providing the deposit account): Money paid into the AA ISA is held by Family Investments and deposited with Bank of Ireland (UK) plc (Bank of Ireland UK). The interest rates described in this document (and other marketing communications), including any guarantees, are those provided by Bank of Ireland UK on these deposits. Their principal place of business is Bow Bells House, 1 Bread Street, London, EC4M 9BE.

Introducer: AA Financial Services as an introducer of this product. Their principle place of business is Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA.

**Regulators:** The Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London, E14 5HS (Tel: 0207 066 1000).

The Prudential Regulation Authority (PRA), 20 Moorgate, London, EC2R 6DA (Tel: 0207 601 4444).

Family Equity Plan Limited is authorised and regulated by the Financial Conduct Authority.

Family Equity Plan Limited is entered on the Financial Services Register under registration number 122351.

Bank of Ireland UK is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Bank of Ireland UK is entered on the Financial Services Register under registration number 512956. The Financial Services Register can be viewed at www.fca.org.uk.

# **Eligibility**

To open an AA ISA, you must be resident in the UK for tax purposes or, if not so resident, be performing duties as a Crown employee serving overseas and paid out of the public revenue of the UK, or be married to, or in a civil partnership with, such a person. If you stop being eligible under the above criteria, you must let us know.

You must be aged 16 or over.

You must have a UK personal bank or building society account that accepts direct credit payments (see pages 15 and 16 for more information on nominated accounts).

If you already have an AA ISA with us, you will not be able to open another one.

We will let you know as soon as possible if the account has, or will, become void because of any failure to meet the Regulations that we are aware of.

If you believe that you have broken the ISA Regulations (for example, by paying in to two cash ISAs), you must phone the HMRC Savings helpline on 0300 200 3312.

# **Proof of identity**

We will need to verify your identity before you can open an AA ISA, so we can comply with antimoney laundering legislation.

Where you are 18 or over, this will normally involve an electronic check through a credit reference agency. The electronic check will not affect your credit history, but will leave a record of the search taking place. By applying for an AA ISA, you are agreeing for these checks to take place.

If we are unable to verify you by these means, or you are under 18 at the time of application, you will need to send us proof of your identity before we are able to open your account. Additionally, if you are applying with a Power of Attorney, we will require that you send us proof of identity for both you and for the person you are applying for. If we do not receive the proof that we have asked for within 30 days of requesting it, we will not proceed with opening the AA ISA. Any deposits already made will be returned without interest within 4 working days of the end of the 30 day period.

For fraud prevention and so that we can comply with anti-money laundering legislation, we may also ask for identification to be provided at other times. If we do not receive adequate identification when we ask for it, we may not be able to accept deposits. We may also withhold the proceeds of any withdrawal, transfer or account closure until adequate identification is provided.

If you provide false or inaccurate information at any time and fraud is identified, details can be passed to fraud prevention agencies. We and other organisations may access and use this information to prevent fraud and money laundering.

## **Nominated accounts**

When applying for an AA ISA, you must set up a nominated account, which will be used to send you payments (e.g. if you request to have a withdrawal sent to you from a product). The account you nominate needs to be a UK personal bank or building society account in your name (sole or joint).

We will send all payments to you by "direct credit". If you are unsure whether the account you want to nominate will accept this type of payment, please check with your bank or building society before nominating the account.

You can only have one nominated account set up on your AA ISA at any time.

You should always keep your nominated account details up to date. You can update your details at any time by logging in to your account and sending us a secure message.

For fraud prevention and to comply with antimoney laundering legislation, we will need to verify any nominated account details that you provide to us. This includes the details that you provide to us when you open your AA ISA, as well as any subsequent changes to your nominated accounts details.

We will always attempt to do this electronically, but if we are unable to verify your details by these means, we will need you to send us proof of your nominated account by post. We will not process any cancellation requests, withdrawals or closures until any requested proof has been received. We only accept post on working days.

# **Opening your AA ISA**

To open an AA ISA with us, you must complete an application through our website.

You can open an AA ISA with either a deposit or by transferring another ISA you hold. You must specify the deposit or transfer you would like to use to open your account. You will also need to select a product to open within your AA ISA, which will be where your deposit or transfer will be applied.

Your initial payment must meet any minimum or maximum payment amounts, which will be detailed in the Product Factsheet of the product you've selected to open.

You can only pay into one cash ISA with one ISA manager each tax year. If you have already paid into a cash ISA this tax year, you can still open an AA ISA by transferring another ISA you hold to us. However, unless you transfer your current year's cash ISA to us, you will not be able to make payments into your AA ISA.

If you are opening an AA ISA with a deposit, this can normally be made by debit card or cheque. However, if we are unable to verify your identity electronically, or if you are applying with a Power of Attorney, your initial deposit will need to be made by cheque. This will be confirmed during the application process.

# **Accepting your application**

Within 24 hours of applying for your AA ISA, you'll receive an email from us confirming that you can access your details online, including your secure messages.

We will accept your application on the date we receive it, unless we need further information (including paper transfer instruction forms) or proof of identity from you. If this is required before we can accept your application, we will send you a secure message detailing what you need to do.

If this is not received within 30 days of us requesting it by secure message, we will not proceed with your application. Any deposits you have already made will be returned without interest within 4 working days of the end of the 30 day period.

You will then have access to your application details and secure messages online for a further 30 days so that you can save any information that you want for future use. After this 30 day period has passed all access to your application details will need to be by post.

Your AA ISA will be opened when your application has been accepted and the earlier of:

- the date we accept your deposit; or,
- the date we request the transfer value from your existing ISA manager.

There may be other circumstances when we will be unable to accept your application. If this happens, we will let you know.

# **Cancelling your AA ISA**

If you would like to cancel, you can do so within 14 days from the date your AA ISA opened by sending us a secure message.

We only process cancellation requests on working days. Any request received before 2pm on a working day will be processed on the same day. If we receive your request on or after 2pm on a working day, or we receive it on a non-working day, your request will be processed by the following working day. We will close your AA ISA, including any products that you've opened within it, on the date we process your request.

If you cancel, any returned deposit will not be regarded as having been paid into a cash ISA and will not count towards your ISA allowance for the tax year.

If you cancel, and any transfer you have requested has already taken place, you will have the following options:

- we can send you the proceeds; if this includes deposits you have made in the current tax year, this means you should not pay into another cash ISA in this tax year
- you can transfer it back to the original ISA manager, if they choose to accept it
- you can transfer the proceeds to another cash ISA or stocks and shares ISA in the normal way (see pages 22 and 23). You will be able to do this regardless of whether the proceeds include deposits you have made in the current tax year, providing you ask your new ISA manager to request the funds from us

If it is not clear in your cancellation request which option you would like to take, we will process your cancellation once we have obtained this additional information from you.

If you've made deposits into your AA ISA, or you ask to have transfer proceeds sent to you, we will return these in full to your nominated account, together with any gross interest earned. These will be sent to you within 4 working days of your cancellation request being processed, or of the date any deposits have cleared, whichever is later (see the "Making withdrawals and closing your AA ISA" section on page 23 for more information on when deposits will have cleared). Your money will not earn interest after your cancellation request has been processed and your account has been closed.

If your nominated account has already been verified, the proceeds will normally appear in your nominated account within 4 working days of the day we processed your cancellation request.

If we have asked you to send us proof of your nominated account details, for fraud prevention and to comply with anti-money laundering legislation, we will only be able to process your request and send the payment to your nominated account once proof has been received. In this case, the 4 working days will start from the working day we receive proof of your nominated account.

If you close your AA ISA after the 14-day cancellation period, your money will no longer benefit from the tax advantages of ISAs.

You cannot 'cancel' individual products that you have selected to open within your AA ISA. This means that unless you cancel your entire AA ISA within the 14-day cancellation period, any deposits you've made into your product(s) will count towards your annual ISA allowance.



More information on making withdrawals and closing products can be found in the "Making withdrawals and closing your AA ISA" section on pages 23 and 24.

# **Making payments**

Once your AA ISA is open, you can make additional payments by accessing your account online and either selecting to open an additional product, or by requesting to make a payment into an existing product (including your Holding Account).

If you are opening an additional product in your AA ISA you will need to meet any minimum or maximum payment amounts, which will be detailed in the Product Factsheet of the product you've selected to open.

You will only be able to request to make an additional payment into an existing product already held within your AA ISA if this is a permitted option within the Product Factsheet. Unless your products have restrictions on payment methods, which will be detailed in the Product Factsheet, you will be able to make payments by the following payment methods:

- deposit by debit card payment online or by sending us a cheque; or,
- moving money from an available existing product already held within your AA ISA, including from your Holding Account; or,
- requesting to transfer in funds from an existing ISA you hold.

## **Deposits**

You can make a deposit to open your AA ISA, or at any time after your AA ISA is open. However, if you haven't made a deposit into your AA ISA during a full tax year (or a transfer containing current year's deposits), you will need to contact us first before you can make any further deposits.

Providing the product accepts additional payments, deposits can be made into existing products held within your AA ISA with debit card payments online of £10 or more, or by sending us a cheque for £1 or more.

If you are making a deposit to open an additional product, you will need to meet any minimum or maximum payment amounts, which will be detailed in the Product Factsheet.

Currently, you can pay in up to £15,240 in total to a cash ISA this tax year, but this limit will be reduced if you are also making payments into a stocks and shares ISA.

If we receive a cheque from you that would take you over your ISA allowance, we will normally accept any amount up to your remaining allowance and return the amount that exceeds it to your nominated account. However, there may be circumstances where we are unable to accept any part of the deposit, in which case we will return your cheque directly to you.

We do not accept post-dated cheques or cash payments. All deposits must be made with your own money.

#### Accepting deposits

The following table shows when your deposits will be accepted:

Deposit type	Day accepted
Debit card payment online	The day your payment is authorised
Cheque by post	The working day we receive and date stamp your cheque

If you are making a deposit to open your AA ISA, we will not accept your deposit until we have all the information we need to accept your application.

If you are making a deposit by cheque to open an additional product within your AA ISA, and we do not receive your cheque within 30 days of you requesting to open the product, your request will be cancelled. If we receive the cheque from you after we've cancelled your request, we will not accept it and will instead return the cheque directly to you.

The product or rates of interest on offer can be changed or withdrawn at any time, and if your request is cancelled, there is no guarantee that the same product or rates of interest will be available to you at a later date.

We are only able to accept deposits by cheque if they contain enough information for us to identify your AA ISA and the product that the deposit should be applied to. If we are unable to do this, we will not accept the deposit and will instead return the cheque directly to you.

#### Returning deposits

Sometimes we have to return a deposit or part of a deposit. If we have already accepted a deposit and need to return it to you, the deposit will not be returned until it has cleared (see "Making withdrawals and closing your AA ISA" on page 23 for more details). Once the deposit has cleared and is ready to be returned, it will normally take up to 4 working days to appear in your nominated account.

If we are returning your deposit for one of the following reasons, we will return it to you without interest. We will do this if:

- you have not sent us all the information that we needed to accept your application;
- you send us a deposit by cheque and it contains insufficient information for us to identify your AA ISA or the product within it that you wanted the deposit applied to;

- by accepting your deposit, you'd be exceeding your ISA allowance (we will usually accept any amount up to your ISA allowance and return any amount that exceeds it after it has cleared, although on some occasions we will need to return the entire deposit. Please remember that if you have paid money into a stocks and shares ISA in the same tax year, this will reduce the amount that you can pay into your AA ISA);
- we set a deadline for making deposits at the end of the tax year and we receive a deposit from you after that deadline, and:
  - you ask us to return the deposit to you or we were unable to confirm with you whether you wanted us to accept your deposit in the next tax year; or,
  - we have to return the deposit to you because the Regulations would not allow us to apply your deposit in the new tax year.

If you cancel your AA ISA within the 14-day cancellation period, we will send you your deposit back with any gross interest earned.

If a deposit or deposits are voided due to a failure in meeting the ISA regulations, and you are entitled to any interest earned on those deposits, any interest paid may be taxable. This will also apply if we close your AA ISA for any of the reasons given in a) to e) in the "Making withdrawals and closing your AA ISA" section on page 24.

#### End of the tax year

At the end of the tax year, we may decide to accept post (including cheques and information from you) on non-working days.

We may also decide to set one or more deadlines by which time all applications, information or deposits must be received by us.

If we are unable to accept your application before the end of the tax year, you may not have enough time to apply and open another cash ISA during the same tax year. This could result in you losing any unused ISA allowance (e.g. if you've applied with a deposit and are unable to open another cash ISA before the end of the tax year, any subsequent application and deposit will count towards the next tax year's ISA allowance).



For more information on when we will accept your application, please see page 16 of the Terms and Conditions.

If we set a deadline for accepting deposits at the end of the tax year, and we receive a cheque deposit from you before 6th April but after a deadline we've set, we'll contact you to ask you whether you'd like us to accept your deposit in the next tax year (where this is possible under the Regulations) or whether you'd like the deposit returned.

If we're able to accept your deposit in the following tax year, it will be accepted on the first working day of the new tax year. You will not receive any interest on your deposit until we accept the payment.

If you would like to make an application at the end of the tax year and you would like information about the annual deadlines, please check the AA website. If you've already opened your AA ISA and would like more information about deadlines for making deposits, you can request this information by sending us a secure message.

### Moving money between products

Once your AA ISA is open, you can request to move money between products held within your account.

You can only move money between products in your AA ISA if this is an option within the Product Factsheets of the products you're requesting to move money between. If you're moving money between existing products already held within your AA ISA, you can do this with values of £1 or more.

If you are using a money movement to open an additional product, you will need to meet any minimum or maximum payment amounts, which will be detailed in the Product Factsheet.

If you request to move money between products before 9pm, your request will be processed on the same day. If we receive your request on or after 9pm, your request will be processed on the following day. If your request to move money includes funds from a recent debit card payment online, we will not be able to process your request until the money is available to move, which will be 3 working days from the date your debit card payment was authorised.

The money will be withdrawn from your existing product and applied to the product you've selected to move the money to on the day we process your request.

Although your money will stay within your AA ISA, if you ask to move money from a product this will be treated as a withdrawal in terms of any withdrawal restrictions. For more information on withdrawals, please see the "Making withdrawals and closing your AA ISA" section on pages 23 and 24.

#### Transfers in

You can request to transfer all or part of an existing ISA you hold to open your AA ISA, or at any time after your AA ISA is open. Providing the product accepts additional payments (as detailed in the Product Factsheet), you can request to transfer an ISA into an existing product held within your account with values of £1 or more. If you are using a transfer to open an additional product, you will need to meet any minimum or maximum payment amounts, which will be detailed in the Product Factsheet.

If you haven't made a deposit into your AA ISA during a full tax year (or a transfer containing current year's deposits), you will need to contact us before you can make any further transfer requests.

Transfers can be made between cash ISAs and stocks and shares ISAs, and between ISAs of the same type (e.g. cash to cash). If you are requesting to transfer deposits made in the current tax year, the deposits and the interest earned on those deposits must be transferred in full.

When requesting your transfer you will need to complete a transfer instruction, which we will accept on the working day we receive it. Some providers will not accept transfer instructions electronically, in which case you will need to print, sign and post your completed instruction to us before we are able to proceed with the transfer. We only accept post on working days.

If we need you to send us a transfer instruction by post, and we do not receive this from you within 30 days of you requesting to open a new product, your request will be cancelled. If we receive the transfer instruction from you after we've cancelled your request, we will not accept it. The products or rates of interest on offer can be changed or withdrawn at any time, and if your request is cancelled, there is no guarantee that the same product or rates of interest will be available to you at a later date.

While your transfer is taking place, there could be a time where your funds do not earn interest or there is no potential for growth (e.g. if you are transferring a stocks and shares ISA and the value is sent between providers by cheque).

We do not accept 'in specie' transfers (i.e. transferring a stocks and shares ISA without converting the assets held within it to cash).

#### Internal transfers

If you have an existing cash or stocks and shares ISA provided by us (Family Investments), you can request to transfer it to your AA ISA. An internal transfer will close your existing ISA and any existing Direct Debits will be cancelled.

If you are transferring an existing cash ISA, we will close the ISA and withdraw the money from it on the working day after we have accepted your transfer request, or all relevant deposits have cleared, whichever is later. The value will be transferred into your AA ISA, and start earning interest, on the working day after we have closed your existing cash ISA.

If you are transferring an existing stocks and shares ISA, we will start the process of closing your ISA on the working day after we accept your transfer request and the units or shares will be sold on the following working day. The value will be transferred into your AA ISA, and start earning interest, on the working day after we have sold the units or shares in your existing stocks and shares ISA.

You can ask us to withdraw the funds held within your existing ISA on a date later than that specified above. If you'd like us to withdraw the funds on a later date, you will need to send us a secure message within 24 hours of requesting your transfer.

Please note, if you have an existing ISA with the AA that is not provided by us (Family Investments), and request to transfer it to your AA ISA, the transfer will not be treated as an internal transfer. For more information on the timescales that would apply, please see the "Transfers from other providers" section below.

## Transfers from other providers

If you are transferring an ISA held with another ISA manager, including existing AA ISAs not provided by us (Family Investments), we will request the transfer value from your existing ISA manager within 3 working days of the day we accept your transfer request (e.g. if we accept your transfer request on a Tuesday, we will request the transfer value by the Friday).

#### If you are transferring a cash ISA:

The transfer value will start to earn interest:

- from either the date on the transfer cheque, or the date the electronic transfer payment is sent to us by your old provider (depending on the method of transfer); or,
- on the 16th\* working day after we receive your application, as long as your application was subsequently accepted;

whichever is earlier.

\*If you have asked for your transfer to be delayed (for example, because you have a notice or fixed rate period on your existing ISA, and/or to avoid charges or loss of interest), the 16 working days will be extended to include the additional days needed for your instruction to be followed and interest will be paid from this revised, later date.

#### If you are transferring a stocks and shares ISA:

The transfer value will start to earn interest from the working day we receive the transfer cheque and valid Transfer History Form from your old provider.

# **Charges and taxes**

We do not charge for any of our standard services, as described throughout these Terms and Conditions.

If we agree to provide you with a non-standard service, such as issuing you a paper copy of your annual statement, we may make a reasonable charge for it. We will tell you the amount of our charges before we provide you with any non-standard service.

Fixed Rate products may have a breakage charge associated with closing the product during its fixed term, including on transfer or closure of your AA ISA. The breakage charge will not be applied if a Fixed Rate product is closed within the first 14 days of the product being opened. Details about any applicable breakage charge can be found in the Product Factsheets.

If a breakage charge is applied, it will be deducted from any interest earned but if not enough interest has been earned to cover the breakage charge, it will be deducted from the balance of the product. The breakage charge will be calculated assuming a 365 day year.

The breakage charge will also be applied to a Fixed Rate product if, during its fixed term:

- a deposit within it needs to be voided due to a failure in you meeting the ISA regulations; or,
- we have to close your AA ISA for any of the reasons detailed in a) to e) in the "Making withdrawals and closing your AA ISA" section.

We may introduce new charges, or change our charges, to reflect the cost in providing services to you.

If we reduce a charge, we will let you know about the change either before we provide the service to you, or as soon as possible after the change takes place. This will usually be included with any other updates to your Terms and Conditions. If we introduce a new charge, or increase a charge, we will provide you with at least 30 days' notice before the change takes place. You will have 30 days from the date of the notice to close or transfer your AA ISA without charge or loss of interest. If you decide to transfer your AA ISA, this will need to be done in full. You cannot transfer individual products held in your account.

If you hold a product in your AA ISA that has a breakage charge associated with closing it during its fixed term, you will also be able to close or move the Fixed Rate product to another product within your AA ISA. You will have 30 days from the date of the notice to do this without the breakage charge being applied. You can only move the money into an existing product if it accepts additional payments, which will be detailed in the Product Factsheet provided to you when you originally opened it.

Interest is free of UK Income Tax and Capital Gains Tax, except where an ISA or a deposit is voided due to a failure in meeting the ISA regulations, when the interest could be subject to Income Tax.

There may be other costs or taxes that are not paid through us or imposed by us.

### Interest

Interest on the products in your AA ISA will be calculated daily at 1/365 of the annual interest rate and will be paid as detailed in the relevant Product Factsheets.

There is not a facility available to have interest automatically paid to your Holding Account or nominated account. If you would like to withdraw interest from an individual product in your AA ISA, this will be treated as a withdrawal from that product.



More information on making withdrawals from products can be found in the "Making withdrawals and closing your AA ISA" section on pages 23 and 24.

Deposits made with a debit card will start earning interest 2 working days after your payment is accepted (e.g. deposits accepted on a Saturday will start earning interest on the Tuesday). Deposits by cheque will start earning interest from the day they are accepted.



For more information on when transfers start to earn interest, please see the "Transfers in" section on pages 19 and 20.

If you request to move money between products in your account, the money you're moving will earn interest in your existing product up until the day before the money is moved, and start earning interest in the product you're moving the money to on the date your request is processed.



Information on when we will process requests to move money can be found on page 19 in the "Moving money between products" section.

Some products offer a bonus rate of interest for a set amount of time, or a fixed rate of interest for a fixed term. Details of the interest payable can be found in the relevant Product Factsheets. If applicable, the set time or fixed term will start from the date your first payment starts to earn interest.

#### Variable rates of interest

Bank of Ireland UK will set the variable rates at which interest is paid, and may choose to have different underlying variable rates for individual products. The variable rates will only be changed for one or more of the following reasons:

- to reflect changes to the Bank of England Base Rate;
- to reflect UK deposit market rates;
- to reflect any relevant changes in the law (including tax law), or the Rules and Regulations, or relevant industry guidance or codes of practice, or to respond to a decision or recommendation of any court, ombudsman or regulator where these changes, decisions or recommendations affect the interest rates that Bank of Ireland UK pay to depositors;
- to ensure that Bank of Ireland UK's business is sustainable in the long term;
- to reflect the rates being paid on other Bank of Ireland UK accounts to make sure that the variable rates paid reflect the features of those accounts (so that, for example, accounts with longer notice periods receive a higher rate of interest, other features being the same).

You can check the current interest rates by accessing your account online or by sending us a secure message.

## Changes to the interest rate

We will personally notify you if a variable rate of interest changes at least 14 days before the change takes place:

- whenever a variable rate falls by more than 0.25% and you have £500 or more in a product in your account.
- whenever the variable rate has fallen by
   0.5% or more over the previous 12 months or since the last time we notified you under this condition (whichever is the shorter time), and you have £500 or more in a product in your account.

When notifying you under the above conditions, we will also confirm the reason for the rate change, which will only be for one of the reasons listed in the "Variable rates of interest" section above.

If a variable rate falls by less than is detailed above, or the rate rises, we will either personally notify you of the change, or the changes will be published on the AA website at www.theaa.com/savings and in at least two national newspapers. To help you compare rates more easily, both the old and the new rates will be provided. Information about rate changes, including details of current rates, is also available by sending us a secure message.

We will also personally notify you at least 14 days, and no longer than 3 months, before any bonus or fixed term on any of the products in your account is due to end, providing the value of the product is £500 or more.

## Communication

Unless otherwise stated within the Terms and Conditions, all communications between you and us about your AA ISA will be sent by secure message. If we send you a secure message, we will also send an email to your registered email address to let you know that a new secure message has been sent.

You should always check your secure messages promptly, as they may contain important information and updates about your account.

Every year, we will produce a statement for you detailing the year's transactions and the balance of your AA ISA and the products held within it as of 5th April.

Interest will only show on your statement once it has been added to a product held in your AA ISA. More information on when interest will be added to individual products can be found in the relevant Product Factsheets.

You can also obtain an up to date value and details of any recent transactions at any time by accessing your account online or by sending us a secure message.

If you make a debit card payment, you will receive confirmation of the payment to your registered email address. Payments made by any other method will be confirmed by secure message.

Any documents that we provide you with, including your yearly statement, will be stored in the 'My Documents' section of your account. We will send you an email to your registered email address whenever a new document is available.

### **Transfers out**

Your AA ISA can be transferred out to another cash or stocks and shares ISA at any time. If you are transferring to another ISA provider, you will need to contact them to arrange the transfer. If you are internally transferring your AA ISA to a new or existing cash or stocks and shares ISA provided by us (Family Investments), you will need to complete the relevant application or Transfer Instruction Form.

Please note, if you are transferring to another AA ISA which is not provided by us (Family Investments), the transfer will not be treated as an internal transfer. For more information on the timescales that would apply, please see the "Transfers to other providers" section below.

Transfers out must be made in full, and on transferring, your AA ISA will close. Partial transfers are not permitted. You cannot transfer individual products held in your account. If you transfer your AA ISA and you have a Fixed Rate product within its fixed term, a breakage charge may be applied as detailed in the Product Factsheet.

We will begin the transfer process when we receive a valid instruction from the new ISA manager, or a completed application or Transfer Instruction Form, if you are internally transferring to a new or existing ISA provided by us (Family Investments).

The money in your AA ISA will be withdrawn and your account closed on the working day after we receive the instruction. Any deposits received after this date will not be accepted.

You can ask us to withdraw the cash held within your AA ISA on a date later than that specified above. Any such date should be clearly stated in the instruction from your new ISA manager, or in your application or Transfer Instruction Form if you are requesting an internal transfer.

We will create a final statement as at the date of transfer once your AA ISA is closed and you will be notified by email when this is available to view.

On transferring your AA ISA, you will have access to your account details, documents and secure messages online for 30 days so that you can save any information that you want for future use. After this 30 day period has passed all access to your account will need to be by post.

#### Internal transfers

If you are internally transferring your AA ISA to a new or existing cash or stocks and shares ISA provided by us (Family Investments), your transfer value will be applied as outlined in the Terms and Conditions of the account you're transferring your AA ISA to.

## Transfers to other providers

The transfer amount will be sent to the new provider within 3 working days of:

- the day the account is closed; or,
- the day all relevant deposits have cleared; whichever is later.

# Making withdrawals and closing your AA ISA

You can make a withdrawal, or request to close a product or your entire AA ISA, by sending us a secure message. Payments can be sent to either the Holding Account of your AA ISA, where the funds will retain their tax advantages, or to your nominated account, where the funds will lose their tax advantage. You should clearly state in your instruction where you would like the payment sent. Any product specific withdrawal restrictions or breakage charges, as detailed in the individual Product Factsheets, will apply.

Easy Access products may have a maximum number of withdrawals, including moving money between products, that can be made each tax year. If this applies to your Easy Access product it will be detailed in the Product Factsheet. If, having made the maximum number of withdrawals, you need further access to the money held in an Easy Access product during the current tax year, you will need to close the product or transfer out your entire AA ISA to another provider.

Withdrawals are not permitted during the fixed term of Fixed Rate products. If you need to access the money in a Fixed Rate product within its fixed term, you will need to close the product (or transfer out your entire AA ISA). If you do this a breakage charge may be applied, as detailed in the relevant Product Factsheet.

You cannot close your Holding Account unless you close or transfer out your entire AA ISA, although you can withdraw or move the money held within it at any time.



More information about transferring your AA ISA can be found in the "Transfers out" section on pages 22 and 23.

Providing the product allows partial withdrawals (as detailed in the Product Factsheets), the minimum withdrawal amount to your nominated account is £10, or the value of the product if it is lower.

For fraud prevention and so that we can comply with anti-money laundering legislation, limits may apply to the amount that you can withdraw to your nominated account and we could decide that further information or identification is needed before we can process a withdrawal or closure. In these circumstances, you will need to send us any required information or identification before we are able to process your request.

All payments that you request to have sent to you from your AA ISA will be sent to your nominated account (please see pages 15 and 16 for more information on keeping your nominated account details up to date). Any payments sent to your nominated account should normally appear within 4 working days of the day we send it.

If a payment sent to your nominated account is declined by your bank or building society, you will need to provide us with new nominated account details. Before we can change your nominated account details, we will need to verify them, for both fraud prevention and to comply with anti-money laundering legislation. If we are unable to verify the new details, you will need to send us proof of the details before we are able to reissue the payment.

Once we have processed your instruction, it cannot be cancelled or amended.

Any deposits made by cheque will have cleared and be available for withdrawal to your nominated account (or transfer, or if you close your account, or on death) 6 working days after they have been accepted (e.g. proceeds from a cheque accepted on a Monday are available on the following Tuesday).

Debit card deposits will have cleared and be available for withdrawal to your nominated account (or transfer, or if you close your account, or on death) 6 working days after we have received the deposit, not the day the payment is authorised. We receive the money from a debit card payment 2 working days after the payment is authorised (e.g. if your payment is authorised on a Monday, we will receive the money on the Wednesday, and the proceeds from your deposit will be available to you on the following Thursday).

If you ask to have a payment sent to your nominated account, the money will be withdrawn on the date your instruction is processed, or on the date all relevant deposits have cleared, whichever is later. Interest will be paid up to and including the date of withdrawal or closure.

If you ask to have a payment sent to your Holding Account, the money will be moved on the working day your instruction is processed. Interest will be paid on the existing product up until the day before the money is moved, and start earning interest in your Holding Account on the following day.

We only process instructions on working days. Any instruction received before 2pm on a working day will be processed on the same day. If we receive your instruction on or after 2pm on a working day, or we receive it on a non-working day, your instruction will be processed by the following working day.

Payments sent to your nominated account will be sent on the working day:

- your cash is withdrawn or your product or AA ISA is closed; or,
- we have received the necessary authorisation and/or any requested identification;

whichever is later.

If you have already paid in your full allowance in a tax year, you will not be able to make further payments in that tax year even if you make a withdrawal to your nominated account.

We will close your AA ISA:

- If you ask us to
- On your death
- On transfer to another cash or stocks and shares ISA
- If we have to void your account

We may close your AA ISA if:

- a) 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
- b) we reasonably suspect that your account is being used for illegal purposes
- c) you behave in an abusive, threatening or violent manner towards our staff
- d) you were not entitled to open your AA ISA
- e) we are required to do so by law or under the Rules or Regulations
- f) no deposits have been made for a full tax year and your AA ISA has a value of less than £1

If we close your AA ISA for the reason detailed in f) above, we will give you at least 30 days' notice.

On closing your AA ISA, you will have access to your account details, documents and secure messages online for 30 days so that you can save any information that you want for future use. After this 30 day period has passed all access to your account will need to be by post.

## **Death**

On your death, your AA ISA's tax benefits will stop and the value of your ISA will form part of your estate.

Your personal representative will need to contact us in writing, at which point we will freeze access to your account online.

We will close your AA ISA, and any products held within it, on the working day we receive all the documents we have requested from your personal representative, including proof of the death. Any applicable breakage charges will be waived

Any interest paid on the account after the date of death until the date of settlement will be subject to Income Tax, which will be deducted at the basic rate. It will be the responsibility of your personal representatives to report any tax liability to HMRC.

Payment will be sent within 4 working days of the day:

- the AA ISA is closed; or,
- any relevant deposit has cleared;
   whichever is later.

### **Data Protection**

The personal information you provide will be held and processed by us, AA Financial Services Limited (AA) (which is a member of the AA group of companies (AA Group)) and Bank of Ireland UK plc (Bank of Ireland UK), as further detailed below. We, AA and Bank of Ireland UK are each independent "data controllers" for the purposes of the Data Protection Act 1998 (the Act).

Your personal information includes your personal details (such as your name and contact details) and details of your transactions (such as account balances, withdrawals and deposits).

# How do we obtain information about you?

We are the ISA Manager of the AA ISA. We will receive information about you from a number of sources. The main sources are from your application or communications you send us. It may also come from third parties.

# How do we use your information?

To provide you with a high quality service, we will use your information to:

- identify you;
- administer and maintain records of your account;
- answer your queries;
- analyse data; and,
- update our systems to make sure you get the best possible service.

We may also:

- record or monitor telephone conversations for your, or our, protection and training purposes; and.
- monitor our customer service and provide staff training (we may also disclose information to third party agencies who may carry out this monitoring and training on our behalf).

# Security of information we hold about you:

- we will not ask for, nor keep, unnecessary information about you.
- we will endeavour to keep any information about you secure, up to date and accurate. To help us with this, you must inform us if you change your personal details.
- we will keep records about you and your account securely after our business relationship with you has ended. This is so that we can deal with any gueries from you or a third party.

# Who will we share your information with?

- we will share your information with the AA and Bank of Ireland UK.
- we may share information about you or your account with third parties if you have made a reasonable request or authorised us to pass them information.
- we may also share information about you or your account with any third party if we reasonably believe that they are acting with your consent. If you have specific concerns about this, you should tell us.
- we may share information about you with third party credit reference agencies to help us complete anti-money laundering checks.
- we may share information about you with reputable third party organisations who will process your data on our behalf.
- we may share information about you with legal, tax or regulatory authorities who ask us to provide it.

# Will we send you marketing information?

We will not use your information for the purposes of marketing our products or services.

# How does the AA obtain information about you?

The AA acts as an introducer for the AA ISA. The AA will receive your personal information from us and Bank of Ireland UK, as well as from other sources in connection with its relationship with you. The AA may share this information with other members of the AA Group.

## How does the AA use your information?

AA Financial Services Limited (and other members of the AA Group) will use your information to provide, develop and improve its (or their) products and services, for analysis purposes and to better understand its (or their) customers, to send you follow-up communications, and otherwise in accordance with the AA privacy policy which can be found online at www.theaa. com/termsandconditions/privacy\_policy.html or by writing to the Data Protection Officer at The AA, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA for a copy. This policy explains in greater detail how the AA Group uses and shares personal information.

The AA will keep records about you and your account for a limited time after their business relationship with you has ended. This is so they can deal with any queries from you or a third party and to comply with their legal and regulatory obligations and for other business purposes.

# Who will the AA share your information with?

The AA may, from time to time, share your information with Bank of Ireland UK and companies within the Bank of Ireland Group.

The AA (and members of the AA Group) may also use third parties to process your information and provide services on their behalf. In some cases, these third parties are based in countries outside the European Economic Area. Where they do this, they will take steps to put in place adequate procedures and safeguards to protect your data.

# How does Bank of Ireland UK use your information?

Bank of Ireland UK may process your personal information to conduct product analysis and development, including analytics reporting on customers who have opened the AA ISA, for regulatory reporting and to ensure its compliance with relevant regulatory and legal requirements.

Bank of Ireland UK may share your personal information:

- with other companies in the Bank of Ireland Group, including in its reports.
- with other third parties such as its/their vendors and service providers.
- with the AA and the AA Group.

# Processing of your personal information outside the EEA for Bank of Ireland UK

From time to time Bank of Ireland UK may disclose or transfer personal information about you to persons or companies who are based outside of the European Economic Area, so that they may process your personal information as their data processors. It will take steps to ensure that such persons or companies agree to give your personal information at least the same level of protection as it is required to give it in the UK and act solely on its instructions.

# Will the AA send you marketing information?

By submitting an application for an AA ISA, you consent to AA Financial Services Limited and the AA Group using your personal information for administration and (unless you have previously told the AA Group you do not want to receive this information) keeping you informed by post, telephone, email and SMS of other products and services from the AA Group and its partners. The AA Group privacy policy (see "How does the AA use your information?" above) explains how you can opt-out of receiving these communications if you so wish.

Please note that opting out of marketing may limit the information, products and services that can be offered to you.

## Your rights

You have certain rights in relation to the information that we hold about you. These rights include the following:

 you have the right to request (in writing) a copy of the personal information that is held on you by us and the reason for which it is held. You will be provided with this information within 40 days. This is normally provided as a photocopy or computer printout. We may charge you for this information. This charge can be no more than £10.

- contact us (in writing) if you believe that the way we use your personal information might cause you damage or distress. If so, and to the extent required by law, we will stop using the information for this particular purpose.
- sometimes we use automated software to process information about you or to make decisions which affect our relationship with you. If you are not happy with this please contact us in writing. You have the right to be informed when this kind of automated decision takes place.

You also have a legal right (subject to certain exemptions) to receive a copy of the personal information about you which is held by Bank of Ireland (UK) plc and/or the AA.

To request access to your personal information held by Bank of Ireland UK, write to Customer Services at 1 Donegall Square South, Belfast, BT1 5LR. A small statutory fee will be payable and this can be charged under the Act.

The AA privacy policy (see "How does the AA use your information?" above) contains information about how you can access the personal information held about you by the AA and the AA Group.

### **General Terms**

## **Security**

You must make sure that the personal details we hold about you are kept up to date. If you need to change any of your details you should contact us by secure message, and we will inform you if we need any further information before processing the change.

You must make sure that arrangements for receiving mail at your postal address and email address are secure.

You must check any statement carefully and tell us promptly if you think it contains any errors. You must tell us promptly if you think we have made any other mistake in operating your account.

On opening an AA ISA with us, you will set up security details which will allow you to access your account online. You cannot use these details to access your account by phone or post.

To help prevent fraud, you should take steps to keep your security details safe and secure. This should include:

- committing your details to memory.
- avoiding writing down or recording your security details; if you do need to write them

down you should do so in a way that will not be recognised by others.

- never allowing anyone else to use your details.
- choosing security details that only you would know.
- using different security details to other online accounts or products that you hold.
- making sure you have a virus checker on your computer.
- never responding to an email asking for your account information or security details.
   We will never email you asking for this information, so if you do receive an email like this, it could be someone trying to steal your account information or security details by pretending to be us. This is known as 'phishing'.
- taking extra care when using a computer in a public space.

You must tell us immediately if you know, believe or suspect that the security details we have recorded for you have been compromised, or if you believe that a withdrawal has been made from your account that you did not authorise.

If you act fraudulently or without reasonable care, you may be liable for any losses caused. We may decide that you have acted without reasonable care if you do not take steps to keep your security information safe, as set out above.

## Instructions about your account

We reserve the right to refuse any request or instruction about your AA ISA, or any of the products held in your account, if we have reason to believe that:

- it was not made by you
- it might cause us to break the law
- your account is being used for illegal purposes.

If you send us a request or instruction which contains unclear or insufficient information, we will contact you for clarification. We will not act on any instruction until we receive any additional information that we feel is necessary to make sure your request is processed correctly and in accordance with the Terms and Conditions of your AA ISA.

### **Ownership**

Your AA ISA will be in your name only and this beneficial ownership cannot be changed. This means that only you can own the funds held within your AA ISA. You cannot assign the account to a third party and you cannot use your AA ISA as security for a loan.

### Compensation

Compensation may be paid to the ISA or to individual ISA holders in response to an error we have made which has resulted in a financial loss whether or not the affected ISA holder has complained.

We will only pay compensation where the financial loss incurred is calculated to be £1 or more at the time of the error.

If we are paying compensation outside of the ISA, we will normally do this by sending the payment to your nominated account. However, if we do need to send you a cheque, no compensation would normally be paid unless the amount due is £10 or more.

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

#### **Conflicts of Interest**

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.

### The ISA Manager

We, as the ISA Manager, reserve the right to appoint any person to advise on, or perform, any of the functions or responsibilities under these Terms and Conditions. We may provide details of your AA ISA, and any products held within it, to any such person when necessary so that they can carry out the delegated function or responsibility.

We will remain responsible for the operation of the ISA at all times and will make sure that any person to whom we delegate any of our functions or responsibilities is competent to carry them out.

We may resign or retire as ISA Manager. If we do this, we will transfer our functions and responsibilities as ISA Manager to another ISA manager who has been approved under the relevant Rules and Regulations. If this happens, we will provide you with at least 30 days' notice. Any new manager replacing us will be responsible to you for carrying out all of our duties and obligations and we will be released from all of those duties and obligations.

# Your FCA categorisation and what this means

The Financial Conduct Authority (FCA), one of our regulators, requires us to categorise all our customers. We have categorised you as a "retail client". This means you will get the highest level of protection available within the Rules and guidance set by the FCA.

Your right to refer complaints to the Financial Ombudsman Service or to claim compensation from the Financial Services Compensation Scheme (FSCS) is not determined by our categorisation.

## **Corporate Governance**

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

Family Assurance is 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 a company is managed as well as the rights of its customers.

Family Assurance's directors believe that it is important to listen to your views, and to consider them when making decisions about the business.

## **Holding your money**

We will hold your money as the nominee under a bare trust. This keeps your money segregated from our funds to protect your money should Family Investments fail. This also provides protection for your money when it's held with Bank of Ireland UK and when, in some cases, it's briefly held with NatWest.

For further details about where your deposits will be held and what protection your money will have, please see the "Deposit Protection" section on page 10.

Please note that you will only receive interest while money is within your ISA (e.g. you will not receive interest while you are waiting for your ISA to open).

Please see the "Interest" section on page 21 for details of when your money will start to earn interest.

### Liability

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 direct result.

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

# **Important Information**

These Terms and Conditions, together with the terms outlined in the Key Features, Product Factsheet(s), and the application, form the Agreement between you and us.

We will operate your AA ISA and any products within it, in accordance with the Agreement, the Rules and Regulations, PRA, FCA and HMRC guidance as applicable to ISAs. In the event that any of the terms or conditions outlined in the Agreement conflict with the Rules and/or Regulations, the Rules and/or Regulations will prevail.

The information in the Key Features, Terms and Conditions and Product Factsheet(s) is based on our understanding of current law (including tax law), the Rules, the Regulations, PRA, FCA and HMRC guidance. These could change in future and could affect the benefits enjoyed by your

AA ISA and the products held within it.

The law of England and Wales will apply to your AA ISA, the products held within it and this Agreement, which will be written in English. All communications with you will be in English and all financial transactions will be in pounds sterling.

### **Changes to the Agreement**

We can make a change to the Agreement but only for one of the following reasons:

- a) to make them easier to understand, fairer or to correct mistakes;
- b) to improve the service to you or make it more efficient or cost-effective:
- c) 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; or,
- d) to enable us to make reasonable changes to the way we manage your account as a result of changes in technology or in the systems we use.

If we make a change to the Agreement that is to your disadvantage, we will notify you personally at least 30 days before we make the change. You will then be able to transfer or close your AA ISA without charge or loss of interest for up to 60 days from the date of notice. If you decide to transfer or close your AA ISA, this will need to be done in full. You cannot transfer out individual products held in your account.

If you hold a Fixed Rate product within your AA ISA that has a breakage charge associated with closing it during its fixed term, you will also be able to close or move the product to another product held within your AA ISA. You will have 30 days from the date of the notice to do this without the breakage charge being applied. You can only move the money into an existing product if it accepts additional payments, which will be detailed in the Product Factsheet provided to you when you originally opened it.

If we make a change for the reason detailed in c) above, or if we make a change that we reasonably believe is not to your disadvantage, we may make the change without giving you any prior notice. We will let you know about these changes as soon as possible. If we have made a major change or a lot of minor changes in any one year, we will provide you with a copy of the new Terms and Conditions, or a summary of the changes.

We will not make any changes which might

We will not make any changes which might break the Rules and/or Regulations for ISAs.



Please note that this "Changes to the Agreement" section does not apply to changes to variable rates of interest or to charges. Please see the "Interest" and "Charges and Taxes" section for details of how variable interest rates and charges can be changed.

## Contact us

If you have a question about the AA ISA, our Frequently Asked Questions (FAQs) contains useful information about how the account, and products that can be held within it, will work.

If you have a general query that isn't contained in the FAQs, you can write to:

AA Savings PO Box 5417 Brighton BN50 8HP

If you have already opened an AA ISA with us and have a question about your account, or a product held within it, you should let us know by sending us a secure message. We do not offer access to AA ISAs over the phone or by post.

This document is available in large print, Braille or on audio by calling 0333 2205069. Lines are open 9am to 7pm weekdays and 9am to 1pm Saturdays. Calls may be monitored and recorded for training purposes. Calls to 03 numbers cost the same as calling 01 and 02 numbers and count towards inclusive allowances on landlines and on mobiles. The actual cost will depend on your provider's tariff. For more information please contact your provider.

The AA ISA is provided by Family Investments. Money in this AA ISA is deposited with Bank of Ireland UK.

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

Bank of Ireland (UK) plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc which is registered in England & Wales (No. 07022885), Bow Bells House, 1 Bread Street, London, EC4M 9BE.

All information contained within this document is correct as of September 2015.