

# Explaining how our service to you is changing

---

The upgrade of Cofunds to the Aegon Platform requires changes to the Terms and Conditions. This document outlines the key changes and how they may impact you.

For full details, please refer to the Terms and Conditions of the Aegon Platform document that you can find at [www.cofunds.co.uk/newterms](http://www.cofunds.co.uk/newterms).

If you have a product from another company through the Cofunds platform you should read this document in conjunction with the Product Supplement for that product and the letter we sent you.

## Summary of the key changes that affect the platform service we provide to you

You may find that some of the most significant changes for you are:

- Although we're not changing the rate of any charge you pay for our service, the calculation of those charges, and related intermediary charges, will be based on the value of your investments at the end of the month rather than an aggregated daily average, which may mean you pay slightly more or less, depending on the circumstances (see page 15 of this booklet).
- The calculation of any charge you pay for our service will now include the value of your cash holdings, which isn't currently the case and will increase the amount of the charges you pay, depending on the balance in your cash facility of your product(s). However, you'll now earn interest on cash and this could outweigh any increase in charge. (see page 13).
- The timing of the deduction of charges and payment of income will be different (see page 17).
- We'll buy investments and make payments out to you on receipt of cleared funds except in limited circumstances, rather than when we receive your instruction (see page 6).
- All charges will be settled by the automatic sale of your investments if there is insufficient cash in your product (whereas currently, unless you have given us a different instruction, only the platform charge is settled in this way). In addition, the way in which automatic sale applies to your investments is changing (see page 17).
- We'll no longer accept instructions using paper where an online alternative exists (see page 5).
- We'll require all customers to have a bank account registered with us as we can no longer make payments to you by cheque (see page 10).
- If you currently receive income from your investments it may be paid later in the month and, where applicable, we'll only pay you consolidated natural income, and not natural income when it arises. (see page 11).
- Our bank will be changing. This won't have any day-to-day impact on your platform account but will potentially affect the level of compensation to which you would be entitled under the Financial Services Compensation Scheme (FSCS) if the bank was to run into financial difficulty (see page 23).
- We may have the right to close your product(s) without three months' notice or take other action in relation to your investments where you change residency from the UK or contributions are from someone on a sanctions list (see page 21).
- We have clarified situations where we won't be liable to you in providing our products and services using the new system (see page 22).



## Paying into your products

---

For your convenience, the clauses and page numbers referenced below relate to the relevant sections of the Terms and Conditions document.

### Section

6.1.1-  
6.1.5

(see page 17)

### Payments in – investment

Currently, we pre-fund your investments. This means that we don't wait for the payments you make into a product to clear before we buy the investments you have instructed us to buy on your behalf.

The changes to our service means that we'll now wait for the payments you make to clear and be credited to the cash facility of your product before we buy the investments on your behalf.

This will generally be:

- for electronic bank transfers, the business day following your payment;
- for debit card payments, four business days following your payment;
- for direct debit payments for regular contributions, three business days following collection from the bank, and
- for cheque payments, three business days following the date on which we receive the cheque.

This change means you will have to wait longer than you currently do for your money to be invested. As a result the number of units in an investment you could purchase may change during this time.

Please also see section 7.11-7.12 on page 6 of this booklet.

### 6.1.1 Payments in – payment methods

(see page 17-19)

Following the changes to our service, we'll no longer accept payments in by standing order or post-dated cheques.

Your payment method options will be:

- Where you wish to make regular contributions these must be paid by direct debit only.
- Where you wish to make a single contribution these must be paid by electronic bank transfer (CHAPS, BACS or Faster Payments), debit card or cheque. The exception to this is if you hold a Cofunds Pension Account, as you can't make payments by debit card.

### 6.2-6.4 Payments in – minimum amounts

(see page 17-19)

Following the changes to the service, the minimum contribution amounts you can make will change, depending on the product and payment type.

The new minimum amounts for regular, single and transfer contributions will be £1 for all products, except for the Cofunds Pension Account for which minimum contributions remain as follows:

	Regular	Single	Transfer
<b>Cofunds Pension Account</b>	£100pm	£1,000 (£5,000 initial investment)	£1,000 (£5,000 initial investment)

### 10.2.4 Minimum amounts held in a fund

(see page 34)

There will be no minimum amount to hold in a fund; however you will need to have at least £1,000 in each product you hold. If your balance in a product falls below £1,000 due to withdrawals, we can ask you to sell the entire holding in that product.

### **6.6.3 Transferring in commission-included funds**

(see page 19)

We'll be changing our service to no longer accept transfers in of funds of a different share class to those we hold on the platform. You'll need to convert those funds before transfer, or transfer as cash.

#### **Pending Trades and ISA Service**

Your intermediary can currently set up pending trades to take effect in the next tax year.

Following the changes to our service we'll no longer offer this. If you wish to make a subscription to your ISA in the new tax year, your instruction must be provided to us on or after 6th April.



# Communications

---

## 5.1 Giving instructions on paper

(see page 13)

You will no longer be able to give us instructions by letter or paper application form where an online alternative exists.

To find out whether to send us your instructions online or by paper, speak to your intermediary if you have one. If you don't have an intermediary visit our website from when these changes take effect or call us.

We'll also confirm the online transaction process when we write to you again before the changes take place.

## 5.2 Online access to our service

(see page 14)

If you're currently registered for online access, following the changes to our service you'll be able to log into a new online Customer Dashboard website, using your existing user name and password, and you'll notice changes to the way the website looks and the services available. We'll give you more details about this shortly.

You'll be able to carry out the same transactions as you can today with the exception of managing changes to a regular payment, including amending the amount. You'll have to do this by paper application form that you'll be able to find on the new website.

If you're not currently registered you'll need to follow the simple registration instructions on the website to access your secure online account.



## Investment decisions and process

---

### 7.11 Timing of execution of trades

(see page 25)

Currently there are four dealing points per day but following the changes to the service there will be ten. Following the changes to the service each fund will have a different valuation point; we'll typically make trades within two daily valuation points following receipt of your cleared payment (see 6.1). The valuation point is the time at which the fund manager carries out the trade.

For pre-funded linked switches, this will be from the time we receive the final sale price(s) from all of the fund managers in the associated sale transaction(s).

The final price of the units in the fund you're purchasing will only be confirmed on receipt of contract notes from the fund manager.

### 7.11-7.12 Pre-funding

(see page 25)

and

### Part 2 A9

(see page 49)

Currently we offer a pre-funding service for all payments in and some payments out to you, which means we don't wait for cleared funds before either buying investments on your behalf or paying money to you.

Following the changes to the service we'll offer a limited pre-funding service in the following circumstances:

1. linked switches – where you give us an instruction to sell one or more investments and use the sale proceeds to purchase other investments;
2. where we are buying and selling investments as part of rebalancing your portfolio, and/or
3. where you hold investments in your General Investment Account (GIA) and you wish to sell the investments and use the money to pay into your ISA.

Where we have pre-funded an instruction and we don't receive sale proceeds from any fund manager within 14 days of the purchase of the new investments, we'll notify you and let you know your options for settling the balance.

There may be exceptional circumstances where we can't offer pre-funding in the circumstances outlined above, for example where we have received an unusually high number of switch requests. We'll notify you if this is the case.

Where we can't offer pre-funding this means that we'll need to wait for settlement of all of the sale instructions before processing your purchase instruction(s). As a result the number of units in an investment you could purchase may change during this time.

### **7.2.8 Suspended investments**

(see page 21)

While a fund is suspended we won't adjust your direct debit and will hold the relevant proportion of any contributions intended for this fund as cash in the relevant cash facility.

This will continue when the fund is unsuspending until you or your intermediary, should you have one, instruct us otherwise.

### **7.9 Minimum trades (including fund manager's dealing minimums)**

(see page 24)

Currently you can instruct a purchase or sale of a fund which represents a fraction of the total investment. This is regardless of the minimum amount the fund manager has set.

Following the changes to the service, if your instruction to deal doesn't meet the fund manager's dealing minimum, we may not be able to carry out that instruction and your money relating to that instruction would remain in your cash facility until we receive an alternative instruction from you. We may also set a dealing minimum which could be higher than the fund manager's own dealing minimum.

### **7.2.6 Closure of funds to new business and removal from the platform**

(see page 21)

Following the changes to our service, where a fund closes to new money and is removed from the platform, we'll sell your holding in that fund and switch it to the cash facility (including where that fund is held in a model portfolio or is part of a default investment strategy).

Any future contributions or transfer payments which would otherwise have been applied into that investment will be retained in the cash facility. If you don't want this to happen, you must provide us with your own investment instructions.

### **8.5 Payment of rebates**

(see page 31)

Sometimes, a rebate on investment fund charges has been negotiated with fund managers, reducing the cost of investing for you. There will be several differences in the way in which we pay rebates after the changes are made.

#### **Timing**

Currently, we pre-fund any rebate from a fund manager. This means that we don't wait for the rebate to be received before reinvesting on your behalf. As we currently pre-fund rebates, they are reinvested at the same time each month – currently the 21st day of the month, subject to a £2.50 minimum. If the total amount of unit rebates due to you within a product is less than £2.50, we won't invest them that month, but will continue to hold the value owed in the Rebate Account until the total rebate amount has reached the £2.50 minimum.

The changes to our services mean that we'll stop pre-funding any rebates due and we'll only reinvest rebates once the funds have cleared and are credited into the cash facility of your product. Rebates will be credited to the cash facility of your product within 10 days of receipt from the relevant fund manager.

As rebates will only be invested once cleared funds have been received reinvestment will occur at different times in the month.

We will no longer apply a minimum of £2.50 before we reinvest your rebate. As soon as your rebate is credited, we'll automatically reinvest into the highest value investment in your product at one of two daily dealing points for that investment subject to a £1.00 minimum.

If a rebate payment is less than £1.00 in respect of an investment, we won't reinvest the rebate but instead it will remain in the cash facility of your product.

These changes mean you will have to wait longer than you currently do for your rebate to be invested and the number of units your payment could purchase may change during this time.

### **Calculation**

If you receive rebates on any of your investments, the way these are calculated will change.

Currently a rebate is calculated as a percentage of the average value of the relevant fund over the past month.

Under your updated terms, rebates will be calculated as a percentage, using the fund's value on the last business day of each month. This means the rebate amount you receive could be higher or lower.



## Taking your money out

---

### 10.1.4 Payments to you – method of payment

(see page 34) After the changes to the service, we'll no longer make payments to you by cheque.

All payments out will be made by electronic cash transfer to your nominated bank account.

Where we don't currently hold details of your nominated bank account, when you next come to request a withdrawal you must provide them to us.

### 10.1 Payments to you – one off withdrawals

(see page 34, and  
**Part 2 A6**  
page 48, and  
**Part 2 B8**  
page 53) Currently, if you request a one off withdrawal we'll make payments within 5 working days of your withdrawal instruction.

Following the changes to the service, your withdrawal will be paid to you within two working days once we have received your cleared funds from the fund manager(s) in your cash facility.

This means you may have to wait slightly longer for your money. Where you require the payment urgently you must factor this change in.

The current minimum for regular withdrawals is £25 and there is no minimum amount for a partial withdrawal from an ISA or GIA.

Following the changes to the service, this will change to £100 for a partial withdrawal from an ISA or GIA. Minimum amounts for regular withdrawals are unchanged.

### 8.3.2 Payments to you – income from your Funds

(see page 29) We are making changes to how income generated from your funds is paid to you.

#### True Natural Income

If you are currently in receipt of True Natural Income payments, which are payments from fund managers paid out on an ad hoc basis, these will stop and you will move to our Consolidated Natural Income service.

This change means that you will only receive one payment in the month and may mean that you pay higher or lower charges as the income will remain in your cash facility for a longer period of time. You can find out more about changes to charges calculations in the 'Charges' section of this booklet. You can also find out more about interest on cash in the 'Interest on cash holdings' section of this booklet.

### **Consolidated Natural Income**

We are also making changes to how Consolidated Natural Income is paid if you have selected this option.

After the changes to the service, income received from your investments will be paid to you from the cash facility of the product from which the income was generated, and will be paid to you on or around the 12th day of the month, rather than the current payment date which is on or around the 8th business day of the month.

This will mean that if you currently receive Consolidated Natural Income your payment date could be later in the month. We are also introducing a £2.50 minimum which means you will only receive a Consolidated Natural Income payment where the income exceeds this amount.

Where the Consolidated Natural Income payment doesn't meet this minimum amount the income will be ring-fenced in your cash facility until the minimum amount has been reached. While the amount is ring-fenced it won't be used for any other purpose, e.g. if a charge was due to be paid. Once the income reaches the minimum it will be paid out.

The introduction of the minimum amount may mean that you pay slightly higher charges as the income will remain in your cash facility for a longer period of time. You can find out more about changes to charges calculations in the 'Charges' section of this booklet.

If you currently receive either True Natural Income or Consolidated Natural Income, and you rely on this payment, then it is important that you note the change in approach and payment date and plan for this change accordingly.

## **Part 2 A6 Regular withdrawals – timing**

(see page 48  
and

## **Part 2 B8**

page 53)

If you have requested regular withdrawals these are currently taken from your cash account on the 20th of the month, and paid within eight business days.

After the changes to the service, payments will be made on or around the 18th of the month.

However, you can request regular payments to be made on or around the 9th, 18th or 27th of the month once these changes have been made.

Where you are currently in receipt of regular withdrawals and you rely on the payments then it is important that you note the change in payment date and plan for this change accordingly.

## **Regular withdrawals – calculation**

Currently, if you are in receipt of any regular withdrawals from your ISA and GIA, you receive one payment from your Cofunds cash account (please refer to Cash Accounts on page 19).

Following the changes to the service, you will receive two payments that will total your requested amount. These will be split proportionately based on the value of your ISA and GIA products at the point you move to the new service.

For example, if your regular withdrawal is £100 per month, and the value of your ISA is £7000 and the value of your GIA is £3000, you will receive £70 from your ISA and £30 from your GIA.

This will continue until you or your intermediary, if you have one, instruct us otherwise.



## Charges

---

### 10.3.1 (see page 34-35)

#### Charges on cash holdings

Currently we don't apply a platform charge (which will be called 'Annual Charge' after we make the changes to the service) to any cash holdings you have on the platform.

If you hold cash on the platform, after we make the changes to the service, this will be included in the calculation of the Annual Charge, leading to an increase in how much you pay.

To illustrate the impact of this, please refer to the simple example below.

- If you hold **£10,000** on the platform in cash throughout a month and are subject to the standard annual platform charge of **0.29%\*** of the value of your investment, payable monthly, your cash balance won't be included in the calculation.
  - After the changes to our service, the Annual Charge rate will remain **0.29%\***, but the amount you pay will be based on your total investment including cash. So with the above example, you will pay **0.29%** for your **£10,000** held in cash.
  - Your Annual Platform Charge will therefore be **£10,000 × 0.29% = £29**. You will pay this monthly, so assuming your balance remains **£10,000** each month, you will pay **£2.41** per month (or **£29** divided by **12**).
  - However, you may also earn interest on the balance of cash held in your cash facility. The interest rate isn't guaranteed and may vary, but if it was for example **0.45%** in the above, you would earn interest of **£45** (**0.45% × £10,000**).
  - This means your net platform charge will be **£29 - £45 = -£16**, or the equivalent of **£1.33** per month in your favour.
- \* the rate you pay may be less than this, depending on the size of your total investment. To see the rates that apply to you, please check your Charges Guide provided to you and your intermediary (if you have one) as part of your confirmation note which you received when you opened your product.

### **5.3.8 Interest on cash holdings – rates and application**

(see page 15) Currently, we retain a proportion of interest generated on cash held in a relevant cash account.

After the changes to the service, you will receive interest payable on cash in the cash facility where we receive credit interest.

If you withdraw your holdings from the platform, we'll calculate the interest due to you at the point of withdrawal.

If interest rates are negative and we are charged by our custodian bank for holding your cash on deposit with them, we'll deduct this charge proportionately to your cash holdings in cash facilities.

### **3.3.1 Intermediary charges (if you have an intermediary)**

(see page 11) Currently, we require your signed instruction before we'll deduct an Adviser Charge and/or Service Charge from your product for the first time. Where we don't have a signed instruction from you and an Adviser Charge and/or Service Charge becomes due to be paid, it will be noted as a debt against your product until we receive your signed instruction.

Under our updated terms, your intermediary will act as your agent and accordingly we'll no longer require to see a signed instruction before an Adviser Charge and/or Service Charge is deducted from your product. We'll confirm to you any charges set up or amended so you can check that these reflect your agreement with your intermediary.

This is with the exception of the Cofunds Pension Account, where we'll continue to require your signed instruction before an Adviser Charge and/or Service Charge is deducted from your Cofunds Pension Account.

### **10.4.8 Cancellation of Adviser and Service Charges**

(see page 38) Currently, if you've paid an Adviser or Service Charge we'll provide a refund should it be subsequently cancelled.

Following the changes to the service, we won't be able to refund any charges that have already left your cash facility, and you'll therefore need to talk to your intermediary about refunds.

#### **10.4.4 Intermediary charges/and or DFM charges – when we stop facilitating these charges**

(see page 38)

Following the changes to our service, we have clarified when we may stop the payment of intermediary charges and/or discretionary fund manager (DFM) charges from your product(s). We may stop payment of all or part of these charges where we no longer have a relationship with the intermediary or DFM, where the intermediary and/or DFM ceases to be authorised by the FCA or is no longer trading, you instruct us to disinvest from a model portfolio, or where payment of the charges would be contrary to law or regulation.

We'll notify you if we do this. You will then have to liaise with the intermediary and/or DFM to understand whether any charges remain due to be paid by you direct to the intermediary and/or DFM.

#### **10.3 Percentage based charges**

(see page 34)

The way in which we calculate percentage based charges will change. While the rate of the charges you currently pay isn't increasing, you may see a difference in what you pay due to the change in calculation method.

##### **Calculation method**

Currently we work out your charges each month by using the average value of your holdings across the previous month. This gives an annual charge amount and is then divided by the number of days in the calendar year and multiplied by the number of days in the previous month, to calculate the monthly charge due.

After the changes to our service, we'll use the value of your holdings on the last business day of the previous month. We'll also include any cash held in the valuation of your holdings. Finally, each month's charge will be 1/12th of the charges calculated, rather than based on the number of days in previous month.

This will mean that depending on the size of your investments at different times in the month, there may be an increase in the total charges you pay.

For example, if you invested into a product towards the end of the month, you are likely to pay higher charges for that month. However, if you were to make a withdrawal towards the end of the month, you would be likely to pay a lower charge for that month.



## When we sell your investments

---

### 5.3-5.4

(see page  
15-17)

#### **Sale of investments to meet charges – timing**

Currently, on the 5th business day of the month we check if you have enough money in your relevant cash account to cover any income or charges due that month. If you don't, we'll sell investments on or around the 9th business day. Also, we sell enough units to cover your payments, plus 10%. The additional 10% is to cover the situation where the unit prices go down between when we work out the units to sell and when they are actually sold.

After the changes to the service, there will be more than one point in each month where investments may be sold, as we'll only sell investments when a payment is due. Also, all sales of investments will be for specific monetary amounts to exactly meet the charges and income due.

This will mean that sale of investments by us to meet payments will occur earlier than previously.

### 5.3-5.4

(see page  
15-17)

#### **Sale of investments to meet charges and regular income payments**

Currently there are various options to nominate which of your investments can be sold in order to meet the ongoing payment of regular income and charges that are due from your products(s). If we currently have no instruction from you or your intermediary, if you have one, we'll only sell investments to meet any platform charge due. Any other charges which are due to be paid are noted as a debt against your account.

If you have both ISA and Investment Funds products, you're currently able to instruct us to sell funds in your ISA product if there wasn't enough money in your Cash Account to cover any charges due. Following the changes to the service, we'll take any charges under your ISA product from your ISA product and any charges due from your Investment Funds from your General Investment Account.

If you're invested in a model portfolio the existing model portfolio sell down rule will no longer apply. Also, if you've provided a sell down instruction to sell from more than one fund, this will no longer apply.

If you would like to know what your existing instructions are and how these apply to your products, please speak to your intermediary, or if you don't have one, please contact us.

After the changes to the service, unless you nominate or have previously nominated a specific investment to sell down we'll always sell down the largest investment within each product to meet the payment of income, all charges and certain withdrawals that are due from that product if there isn't enough cash in the cash facility to make the payment. If you've previously nominated a specific fund to be sold to meet the payment of charges and income then this will continue to be the case.



# Cash accounts

---

4

(see page 13)

## **Cofunds Cash Account**

Following the changes to the service you will no longer have a Cofunds Cash Account and this will be replaced by a General Investment Account (GIA). The GIA has a cash facility within it which can be used in the same way as the Cofunds Cash Account.

The GIA can also be used as an account to buy, sell and hold investments if you wish. Your GIA is currently known as the Investment Funds product however, going forward, we'll refer to it as the GIA in all documentation you receive from us.

Any cash you currently hold in your Cofunds Cash Account will be transferred to the cash facility in the GIA on the new service.

If you currently have Investment Fund Products, these will be held in a GIA on the new service.

## **Pension Trading Account**

If you currently have a Cofunds Pension Account you will have a Pension Trading Account which sits within it.

Following the changes The Pension Trading Account will be known as the cash facility within your Cofunds Pension Account

## **ISA Cash Reserve**

If you currently have an ISA, you may have an ISA Cash Reserve which is used to hold cash within your ISA.

Following the changes you will be able to hold cash in the cash facility within your ISA.

Any cash you currently hold in the Cash Reserve will be transferred to the cash facility within your ISA on the new service.

### **8.3.1 Consolidated Income Account**

(see page 28)

If you have elected to receive Consolidated Natural Income we currently pay this to you from your Consolidated Income Account.

After the changes to the service income received from your investments will be paid to you from the cash facility of the product from which the income was generated and the Consolidated Income Account will no longer exist.



## Cancellation rights and termination of our contract with you

---

### 11.4-11.5 Termination – Notice period

(see page 42 and

9.6

page 33, and

6.5

page 19)

Currently we'll give you at least three months' written notice if we are going to stop offering products to you.

After the changes, we'll continue to give you at least three months' written notice if we decide to stop offering products to you, however, we are introducing a new term that explains that where you or a third party who is paying contributions on your behalf are named on a sanctions list or you are no longer resident in the UK or you become a citizen of another country we reserve the right to stop providing products to you immediately.



## Other important changes

---

### 10.3.7 Amending our contract with you

(see page 37  
and

### 13.6

page 44)

Currently we'll give you 30 days' notice of changes we need to make to your terms and conditions.

Under the updated terms and conditions, we have clarified the circumstances in which we can amend your terms and conditions to give you certainty around the circumstances we may change your terms and conditions.

We have also clarified the circumstances in which we can change our charges. We have listed the valid reasons we may rely on to change charges, including where we need to introduce an increase in charges in line with the consumer prices index annually.

After the change to the service, where we need to amend your terms and conditions you will receive one month's advance written notice of the changes.

In addition to your general right to end your contract with us at any time, where we give you notice of proposed changes to your terms and conditions and you are unhappy with the changes you can cancel your agreement with us and there will be no exit charges or penalties.

### 3.2

(see page 11  
and

### 11.4

page 42)

### Change of residency

Following the changes to the service, if you change your residency status we may have to take the following actions:

- suspend certain transactions, including your ability to open new products, make contributions, or buy and sell investments;
- sell investments you hold, and
- give notice to you to close your product(s) and access to the service.

### 13.3 Liability

(see page 43)

Under our updated terms and conditions, we have made it clearer where we are liable for losses, errors or delays and where any liability lies with you as the customer.

In general, we won't be liable for:

- any events which are outside our control, which impact on our ability to provide the services and products to you;
- any acts or omissions of any third-party service provider through whom investments are held, to the extent that these are outside of our reasonable control;
- fluctuations in investment values, and
- any loss resulting from any delay in the payment or transfer of funds to us.

In particular, we won't be liable for any losses, charges or tax liabilities which you suffer which are outside of our control, for example, losses that arise:

- from the performance of your chosen investments;
- from your intermediary (if you have one) not giving you view or transactional access to the service;
- from any acts, errors, omissions, defaults or frauds of the bank or banks used to hold your money in the cash facility of a product;
- from the sale of investments in the cash-top up process, except to the extent that it arises from or is attributable to our wilful act, omission or negligence;
- within the clearing period for payments until after your funds are applied to your platform account;
- where you have appointed a discretionary fund manager, as a result of the instructions of your discretionary fund manager, except to the extent that it arises from or is attributable to our wilful act, omission or negligence, and
- as a result of the accuracy of data supplied to us by a third party data provider or for the data not being supplied.

### **Adviser, service and other charges (if applicable)**

Where we carry out your instructions in good faith we won't be liable to you for any charges, costs, expenses, taxes, levies or other liability of whatever description that occur by reason of us carrying out your instructions.

### **Your liability**

You remain liable for any losses where you have deliberately breached our terms and conditions or provided false or inaccurate information.

You are responsible for unauthorised instructions and or activity by a third party, if attributable to negligence on your part.

### **5.3.2- Client money and custody arrangements**

**5.3.4** Our main custodian bank will be changing from Royal Bank of Scotland (RBS) to HSBC, however we'll continue to deposit some cash with RBS. The custodian bank is the bank that we use to hold securely any cash that is held in your product(s) cash facility.

(see page 15)

This change won't have any day-to-day impact on your platform account. However if you already hold any accounts with HSBC and RBS, it may affect the level of compensation to which you would be entitled under the Financial Services Compensation Scheme (FSCS) if HSBC or RBS were to run into financial difficulties. This is because FSCS compensation limits apply to the total deposits that you hold with a financial institution. If RBS for example failed this would affect the amount of cash held on deposit on your behalf and in such circumstances you would have to make a claim under the FSCS.

We regularly monitor our custodian bank arrangements and reserve the right to change the custodian bank at any time. Details of our custodian bank can be found on our website.

### **Part 2 ISA – excess contributions/subscriptions**

**B4.4** If you have an ISA and you make subscriptions in excess of the ISA subscription limit we currently contact your intermediary (if you have one) or you and agree how the excess contributions should be dealt with.

(see page 52)

Under the new service we'll return any excess subscriptions to you.

## 9.1 **New contact details for Cofunds**

(see page 31)

From when the changes to our service come into effect, you should send all correspondence to:

Aegon Cofunds Administration  
PO Box 17491  
EDINBURGH  
EH12 1PB

Our new email address will be  
**[aegoncofundadministration@aegon.co.uk](mailto:aegoncofundadministration@aegon.co.uk)**

Please don't use these new contact details until we write to you again confirming when these changes come into effect. We'll also confirm the new contact telephone number at this time.

## 7.5.7 **MiFID II**

(see page 23)

On 3 January 2018 a major piece of European legislation will come into effect which will impact on financial services that are regulated in the UK. As a result there are some changes that we need to make to our Terms and Conditions.

### **Listed securities**

Where you ask us to buy and/or sell equities, exchange traded funds or investment trusts we'll require you to provide certain information regarding your identity in order to undertake the transaction. This is most likely to be your National Insurance number or nationality. You can obtain more details of the information that we'll require from our website or if you have an intermediary they will be able to provide further information.



Aegon is a brand name of Scottish Equitable plc. Scottish Equitable plc, registered office: Edinburgh Park, Edinburgh EH12 9SE. Registered in Scotland (No. 144517). Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 165548. An Aegon company. [www.aegon.co.uk](http://www.aegon.co.uk) © 2017 Aegon UK plc

RTL 378467 10/17

CBK