

IMPORTANT DOCUMENT
PLEASE READ

UNIT TRUST INVESTMENT ACCOUNT

TERMS AND CONDITIONS

WESLEYAN
we are all about you



TERMS & CONDITIONS

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INTRODUCTION

These Terms and Conditions, along with the application form, describe the agreement between you (the investor) and us (Wesleyan Unit Trust Managers Limited) for managing your Unit Trust Investment Account.

These Terms and Conditions apply to your account. You should read them carefully and if there is anything you don't understand, please contact our Administration Centre.

When we refer to statutory or regulatory provisions or the rules of any self-regulatory body we mean the current version of those rules or provisions unless we state otherwise.

We are regulated by the Financial Conduct Authority (FCA) in the conduct of investment business.

DEFINITIONS

In this document we use financial words and phrases that not everyone will be familiar with. We've explained what these mean below.

▶ **Account** – all of the units you hold in the Unit Trust Investment Account.

▶ **Account manager** – Wesleyan Unit Trust Managers Limited.

▶ **Accumulation units** – Any income generated from your investment is reinvested back into your Plan to grow the value of each unit you hold.

▶ **Administration Centre** – deals with all queries and instructions on your account. SS&C Financial Services Europe Limited, will administer your account on our behalf. If you have any questions you can write to them at PO Box 9033, Chelmsford CM99 2WQ or phone them on 0330 123 3813.

▶ **Application form** – the application form which you complete to apply to invest in this account. This includes applications made online.

▶ **Best execution** – our responsibility to get the best possible result when we buy or sell investments for you. We consider various factors but in most cases we will consider the price as the most important factor. You can find the policy here: www.wesleyan.co.uk/savings-and-investments/fund-prices

▶ **Bid price** – the unit price at which the account manager redeems units. This is set at each valuation point.

▶ **Client money account** – a bank account required by the client money rules. Our client money account is with Lloyds Bank plc or any other bank which we nominate.

- ▶ **Client money rules** – ensures a clear separation between money that belongs to customers and money that belongs to a firm as defined by the Financial Conduct Authority's (FCA's) Client Assets Sourcebook.
- ▶ **Contract note** – if you invest a one-off payment, this is the note we give you when your application has been processed. It shows the amount you have invested and the number of units you have bought. You will also receive a contract note if you sell units, showing the number of units you have sold and the number you have remaining. If you have applied to make regular payments we will acknowledge that we have accepted your application. In this circumstance, we won't send you a contract note.
- ▶ **FCA** – the Financial Conduct Authority (FCA) (or its successors).
- ▶ **FCA rules** – the rules which we operate under to conduct our investment business.
- ▶ **Funds** – the sub-funds of the Wesleyan Authorised Unit Trust you can invest in through this account. The funds currently available are listed in the Key Features Document for the Unit Trust Investment Account available on our website www.wesleyan.co.uk.
- ▶ **Income distribution date** – the date that we distribute income from the funds with an income unit class. The dates for each fund are detailed in the scheme prospectus which can be found on our website at www.wesleyan.co.uk/savings-and-investments/fund-prices.
- ▶ **Income units** – Income units are used to generate an income which can either be paid out to you or reinvested to buy more units.
- ▶ **Offer price** – the unit price at which the Account Manager sells units. This is set at each valuation point.
- ▶ **Scheme** – the Wesleyan Authorised Unit Trust.
- ▶ **Tax year** – the year which starts on 6 April one year and ends on 5 April the following year.
- ▶ **Unit class** – from time to time, we may create different types of units in the fund or funds in the scheme. When we do this, we will create a new unit class. Your account may hold units in more than one unit class in a fund. We will write and let you know if we create a new unit class in a fund or funds you are investing in.
- ▶ **Units** – your money and money from other investors is used to buy units in the unit trust funds. The number of units you have is your share of the fund.
- ▶ **Us or we** – Wesleyan Unit Trust Managers Limited, the account manager.
- ▶ **Valuation point** – the point at which the valuation of each fund takes place each day on which the dealing office of the Account Manager is open for the buying and selling of units.
- ▶ **Working day(s)** – the days we are open for business. So Monday to Friday except bank holidays in England.

- ▶ **You or your** – the person(s) in whose name the units in the account are held.

1. HOW TO INVEST

Opening your account

We will open your account when we receive and accept your completed application form and your first payment at our Administration Centre. There may be a delay if we need to get more information about you or if there is anything which isn't clear on your application form.

We will confirm that we have received your application form and any payment you sent with it, the next working day after we have received it.

These Terms and Conditions will apply as soon as we accept your application.

Your right to cancel

After we receive your application form, we will send you a Cancellation Notice. You have 14 days from the date the contract is entered into to cancel your investment. If you decide to cancel, we will give you back any money you have paid to us less the amount (if any) that your investments have fallen by when we receive your cancellation request. You will have to give us back any money we have already paid to you under the contract.

Paying money in

To pay money into your account, you must first complete and sign the application form and then send it, with your payment or completed direct debit form, to our Administration Centre.

You can make one-off payments by cheque; by BACS through a Specialist Financial Adviser (from Wesleyan Financial Services), or by debit card online or over the phone by calling our Administration Centre. Regular payments are made by direct debit.

One-off payments

You can make a one-off payment to open your account. You can also add one-off payments at any time when your account is open. The minimum amount is £1,000 for the first one-off payment and £500 for any one-off payments you pay in after that.

If you are paying into more than one fund, the minimum amount that can be paid into each fund is £500 for the first one-off payment and £250 for any subsequent payments.

Regular payments

- ▶ If you are making regular payments, the minimum you need to pay in is £100 each month (or £1,200 each year) by direct debit. The minimum that can be paid into any one fund each month is £50 (or £600 per year).

- ▶ We need at least 10 working days to set up your direct debit and we will let you know when we will collect your first and subsequent payments.
- ▶ You can change or stop your regular payments by contacting our Administration Centre. You can also increase a regular payment online.
- ▶ You can increase your monthly payments by £10 or more at any time.
- ▶ You can reduce your regular payments at any time (subject to the minimum payment amounts). Unless you tell us otherwise, we will automatically reduce the payments on your most recent investments first.
- ▶ We won't be able to change or stop a direct debit if it is due to be taken from your bank account within seven working days of you contacting us.
- ▶ We reserve the right to close your account if you stop your regular payments and you hold less than £500 in your account.
- ▶ We may need to change the minimum investment amount if our administration costs, in relation to collecting investments, change. We will give you 30 days' notice if we change the minimum amount you have to pay in.
- ▶ If your bank or building society refuses our request for a monthly payment, we will not attempt to collect the payment you've missed. However, we will contact you if this happens.

Auto-ISA subscriptions (for personal customers only)

If you hold a Unit Trust Investment Account, you can authorise us to sell units in your investment account each year to subscribe to a Unit Trust Individual Savings Account (ISA) that you hold with us. This is known as an auto-ISA subscription.

With an auto-ISA subscription, each tax year, we move on your behalf, an amount equal to the maximum ISA allowance.

To be able to move funds from your investment account into your ISA, we will sell units in the investment account proportionately across the funds you hold and buy units in the same funds within the ISA account.

Selling units from your investment account to fund an ISA is treated as a disposal for capital gains tax purposes.

No charges will be applied and you will receive the same value of units in the ISA as were sold in the investment account.

If you hold a Unit Trust Investment Account in joint names, each of you can tell us to make an auto-ISA subscription into your own Unit Trust ISA.

If both account holders are opted into auto-ISA subscriptions, we will move the full ISA allowance for each customer into your own ISAs. If only one account holder is opted in, the full ISA allowance will be transferred to their own ISA.

Once the money has moved into the ISA, it will no longer be owned jointly and our Unit Trust ISA Terms and Conditions will apply to this money. You can contact the Administration Centre to ask us for a copy of the Unit Trust ISA Terms & Conditions or you can find it online at www.wesleyan.co.uk.

If you have less than the ISA allowance in your Unit Trust Investment Account, we will move all the funds in this account to the ISA.

If both account holders are opted in and the Investment Account holds less than two ISA allowances, equal amounts will be transferred to each account holder's own ISA.

Once all the funds have been moved, we will close your investment account.

You must ensure you do not exceed your ISA allowance through subscribing to another ISA in the same tax year that an auto-ISA subscription is made.

You should tell us before the start of the new tax year if you wish to stop making auto ISA subscriptions from the upcoming tax year.

2. INVESTING YOUR MONEY

After we have accepted your application (in line with these Terms and Conditions) we will use your one-off payment to buy units using the offer price that applies at the next available Valuation Point (which might be the next working day) after we receive your payment. We only register cheques as being received by us on working days.

If you pay by direct debit, we will buy units using the price that applies on the working day we receive your payment.

3. OWNING THE ACCOUNT

We do not issue unit certificates or other documents of title (which show your legal ownership of the investments). Entitlement to units will be shown by the entry on the register of unit holders. Any documents which show the title to account investments (including any share certificates) will be held by us or as we may direct.

You will be the beneficial owner of the investment (this means that you effectively own the investments without holding the legal title to them) unless you tell us otherwise on the application form.

You cannot sell, transfer, or try to transfer any interest in your investment. You also cannot lend them to a third party to use them as security for a loan or create any legal charge or security over them.

The investments will be registered jointly in your name and our name or the name of a company we nominate (called the nominee). We will be responsible for the actions of any nominee.

If the nominee company defaults then any shortfall in the securities registered in their name may be shared among all customers whose investments were registered with them. The amount you will receive will be based on your share of the fund your investments are held in.

We will not lend your investments, title documents or any property which belongs to you to a third party.

We will not commit you to pay any more money into your account.

We will not pay any costs, expenses, demands or losses (such as any tax which you should pay) which arise from us managing your account.

4. MANAGING YOUR INVESTMENT

We will invest your money in the funds(s) you choose.

If we need to, we will keep your money until it's invested. If this happens, we will hold your money in a client money account in line with the client money rules. This client money account is held in trust with Lloyds Bank.

We will credit or debit this client money account with:

- ▶ the money which comes from changes in the investment
- ▶ the distributions we receive or collect, and
- ▶ fees, commissions or charges.

We may cash in your units or use your payments to pay taxes, fees, commissions or any expenses which you need to pay to us. If there is not enough money in your account to pay everything that is outstanding, you will need to pay us the difference. You may be liable for the reasonable costs, damages or losses which we incur if there is a delay in you paying.

We may manage your account investment along with other investments we manage and we may put them together for some types of transactions. We may put together the investments in this account with other accounts which we hold for you.

Sometimes, we receive money which belongs to you after your account is closed. We will hold this money in our client money account until we receive your instructions.

We will not pay interest on any money held in our client money account.

We will send you an annual statement that will show any cash balances held in the client money account.

We may stop treating your money as client money if:

- ▶ it's been held in our client money account for more than six years, and
- ▶ we haven't been able to get any instructions after taking reasonable steps to find you.

We reserve the right to donate your money to a charity of our choice. However, if you want to claim your money after we've made the charity payment, we will still pay what is due to you.

5. REINVESTING OR RECEIVING THE INCOME

Funds may offer accumulation units or income units or both.

If you invest in accumulation units we reinvest the income we distribute in the funds with the aim of increasing the unit price.

If you have income units, and you have opted to receive the income, any income will be paid out to your nominated bank account.

If you have opted to reinvest income from income units by buying new units, these new units will be purchased using the bid price.

If you cash in your account, we will pay any income which is due to you within seven working days of the income distribution date of the scheme you were invested in.

If you have selected income units but have not provided us with account details to pay your income to, we will reinvest your income to buy more units.

6. TAKING MONEY OUT

You can contact the Administration Centre and tell us that you want to take all or part of the money out of your account at any time.

You can also ask us to set up regular withdrawals. These can be once a month, once every three months, once every six months, or once a year. You can change the level of withdrawals at any time.

The minimum one-off withdrawal is £250 and the minimum regular withdrawal that can be paid is £50 per month (£600 per year or the equivalent for other frequencies).

Regular withdrawals

Regular withdrawals will be paid directly into your nominated bank account.

Withdrawals are made in arrears.

We will only pay directly into a bank account. If you are making contributions by direct debit, we will pay withdrawals to the bank account your contributions are taken from.

Unless you tell our Administration Centre otherwise, to pay any withdrawals, units will be sold in the order you bought them – starting with the newest first.

You must leave a minimum of £500 in your account when you make a withdrawal or the account may be closed.

One-off withdrawals

For one-off withdrawals, we will normally pay you by BACS or cheque within four working days of selling your units.

If you made a one-off payment, we will pay the withdrawal to the bank account you stated on your application form.

If you didn't give us any bank details on your application form you will need to send a voided cheque to our Administration Centre from an account in your name(s) with your request to withdraw money so that we can validate your account details. We will then pay the withdrawal to the validated account.

7. CLOSING YOUR ACCOUNT

If you close your account

You can write to our Administration Centre and tell us that you want to close your account at any time. You won't pay a penalty to close your account and we will carry on with any transactions we have already started for you.

When we receive your written instructions, we will cash in your account and send you the money by cheque or bank transfer within four working days of selling your units. We will keep any money which is needed to pay any outstanding fees for transactions we have already started for you.

If we close your account

We may close your account if you are in breach of these Terms and Conditions and you have failed to resolve any issue(s) within a reasonable time of us asking you to do so.

We will cash in your account and send you the money by cheque or bank transfer within four working days of selling your units.

We will keep any money which is needed to pay any outstanding fees for transactions we have already started for you.

If you die

For personal customers, if you die, your money will remain invested until your personal representatives decide what should happen to it.

If your personal representatives close your account, any outstanding fees will have to be paid to us for any transactions that we have already started for you.

8. CHARGES

We set out our charges in our Key Investor Information Documents (KIIDs) which your Specialist Financial Adviser from Wesleyan Financial Services (WFS) will give you if you take advice, or you can get a copy online (www.wesleyan.co.uk/savings-and-investments/fund-prices) and our Key Features Illustrations (KFIs) which again your Specialist Financial Adviser will give you if you choose to take advice. If you make an investment without taking advice, the Key Features Document outlines how product and fund charges will impact some example investments. You can contact the Administration Centre to ask us for a copy of the Key Features Document or you can find it online at www.wesleyan.co.uk. We will also provide a KFI each time a transaction takes place that could lead to different charges to those illustrated initially.

We may change:

- ▶ the charges, commissions or expenses which have to be paid
- ▶ how we take these charges, commissions or expenses (or pay them back in exceptional circumstances), or
- ▶ the date they are due to be paid.

We will give you 60 days' notice if we make any changes to the above. We may increase or decrease charges if:

- ▶ the administration costs and expenses (which are reasonable in amount and reasonably incurred) we incur in managing your account change, or
- ▶ as a result of changes in taxation or any regulatory change which adversely affects financial services companies which in turn affects the contract.

9. TAX

For personal customers, you may have to pay capital gains tax when:

- ▶ you sell or transfer units, and
- ▶ charges are taken from your investments to cover the cost of any advice provided by WFS.

You may have to pay income tax on the income you receive from the funds. The tax you have to pay will depend on your individual circumstances.

The tax rules that apply to this account may change in the future.

For customers investing on behalf of a business, charity or trust, taxation will vary. You may wish to seek professional advice regarding the taxation of your investment.

10. DOCUMENTS WE WILL SEND YOU

We will send you the following information.

- ▶ A contract note when you make a one-off investment and when you sell units.
- ▶ A key features illustration if you make certain types of changes to your account.
- ▶ A statement for each six-month period.

The statement will include:

- ▶ a valuation of your investment at the statement date
- ▶ a list of all the transactions relating to this account during the relevant period (in line with the FCA rules), and
- ▶ any other information the FCA rules require us to give you.

If you contact our Administration Centre, we can arrange for you to:

- ▶ receive any information issued to unit holders (including the annual report and accounts) for the funds you are invested in
- ▶ attend meetings about the funds you are invested in, and
- ▶ exercise your voting rights for the units held in your account.

11. CHANGING THESE TERMS AND CONDITIONS

We may change these Terms and Conditions by giving you 60 days' notice (unless we have stated otherwise in these Terms and Conditions). We will make sure changes are reasonable and do not disadvantage you.

We may change the Terms and Conditions because of changes to the schemes. We will write and tell you that these changes are taking place. We may need to get the unit holders' consent before some types of changes are made.

12. GENERAL INFORMATION

We will act in good faith and invest in line with the fund objectives. However, we are not liable for any losses suffered by the account because of changes in market conditions, errors of judgement or losses from depreciation. We will be liable for losses which arise because:

- ▶ of a direct result of fraud on our part
- ▶ of negligence or gross misconduct on our part, and/or
- ▶ we have breached the Financial Services and Markets Act 2000 (or the regulations made under it).

Unless we have stated otherwise in these Terms and Conditions (please see section 3 – Owning the account), we will not be liable if a third party defaults who:

- ▶ holds money which belongs to you which has been paid to a third party on your behalf
- ▶ is the holder of registered investment schemes, or
- ▶ holds documents of title or certificates of entitlement to investments.

We don't accept liability for any default or fraud by any bank or by any other person, firm or company who we contact on your behalf (other than stated in section 3 – Owning the account).

We may employ agents in connection with the service we provide. We may delegate all or some of our powers or duties to delegates we choose in line with the FCA rules and may assign all rights and duties to that agent or delegate.

We will make sure that any delegate we choose is competent to carry out the functions or responsibilities we delegate to them.

We will not be liable for our delegate's negligence or misconduct, except if we have been negligent when choosing this delegate. This does not change any liability we have to you under the Financial Services and Markets Act 2000.

13. QUESTIONS AND COMPLAINTS

If you have any questions about your account, you can contact our Administration Centre using the detail below.

The Administration Centre
PO Box 9033
Chelmsford CM99 2WQ
Phone: 0330 123 3813.

We do everything we can to make sure we always give you the best possible service but if you want to complain about how our Administration Centre is dealing with your account, please contact them using the same details as above.

If you are unhappy with the advice you were given by your Specialist Financial Adviser (from Wesleyan Financial Services), and want to complain you can contact us in the following ways.

- ▶ Speak to our Customer Operations Team on 0800 092 1990. Our lines are open from 9am to 5pm, Monday to Friday.
- ▶ Fill in the online contact form which you can find on our website at www.wesleyan.co.uk/contact/complaints
- ▶ Email the Complaints Team at complaints@wesleyan.co.uk However, please avoid sending personal information by email as it is not a secure method of communication.
- ▶ In writing to the address below.

Complaints Team
Customer Operations – Birmingham
Wesleyan Assurance Society
Colmore Circus
Birmingham B4 6AR

If, after receiving our response, you're still not happy, you can refer your complaint to the Financial Ombudsman Service. For business customers, there are eligibility criteria.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Phone: 0800 023 4567. (Free if you are calling from a landline.)

Phone: 0300 123 9123. (Free if you are calling from a mobile phone and you pay a monthly charge for calls to numbers starting 01 or 02.)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Complaining to the Ombudsman won't affect your legal rights.

14. COMPENSATION

If we cannot meet our financial obligations to you, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) under the Financial Services and Markets Act 2000. You can get details of the scheme from the FSCS at:

PO Box 300
Mitcheldean
GL17 1DY

Phone: 0800 678 1100
Phone: 020 7741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

15. OUR RIGHTS

If, when you invest in these funds, the FCA rules allow us to merge your previous investments with those in your account (for example, for administration purposes) then these Terms and Conditions will apply to all those investments which are merged, as far as regulations allow.

We will not be liable or have any responsibility for any loss or damage if there is a failure, interruption or delay in us performing our duties because of:

- ▶ telecommunications or computer services breaking down, failing or malfunctioning
- ▶ industrial disputes
- ▶ third parties failing to carry out their duties
- ▶ the acts of governmental or supranational authorities (such as the European Union), or
- ▶ any other events or circumstances which are not reasonably in our control.

These Terms and Conditions will not stop us providing investment services to other people.

We have not authorised anyone to act on our behalf for this account, apart from the circumstances set out in these Terms and Conditions.

We have an interest in all purchases and sales of units for the account, because we are also the manager of the units trusts offered in your account.

When we buy or sell units for your account, we may have a further interest in that transaction (either directly or indirectly). For example, this may happen when:

- ▶ we deal collectively for you and for other clients and the other clients have already invested in the fund you want to invest in, or
- ▶ we work for both the buyer and the seller in a transaction.

We will not tell you if we have an interest in any transaction before it takes place.

16. CONFIDENTIALITY

When we are required by law, we will disclose any information we know about your financial affairs to any eligible authority (including the FCA but not limited to them). We will not be liable if we disclose information in good faith in line with this condition.

You authorise us to give HM Revenue & Customs (HMRC) information which they ask us for about your account.

17. ASSOCIATES AND OTHER PARTIES

We may deal with or through associated companies when we get or dispose of investments for your account (even if these companies don't act as our principal or agent). We will carry these transactions out on a best execution basis. We do not have to account to you for any benefit we or our associates get from these transactions.

18. CONTACTING US

Unless stated otherwise in this document or the Key Features Document, you should send all instructions in writing to our Administration Centre. You must sign any correspondence you send to us. (If someone holds a valid power of attorney for you they can sign the correspondence you send to us on your behalf.)

We may accept instructions other than in writing from time to time.

Our Administration Centre can only communicate with you in English. We, or our agents, can contact you by phone or other ways to get your instructions about your account.

When we send you documents by post, we will assume you have received them two working days after they have been posted.

SS&C Financial Services Europe Limited, will administer your account on our behalf.

If you have any questions about how your account is being administered you should write to them at PO Box 9033, Chelmsford CM99 2WQ or phone them on 0330 123 3813.

Our registered office is at Colmore Circus, Birmingham B4 6AR.

19. LAW

The account is governed by the law of England.

20. CONFLICTS OF INTEREST

You can find a copy of our conflicts of interest policy on our website at: www.wesleyan.co.uk/about/corporate-governance or you can ask us for a copy.

A guide to the many ways in which the Wesleyan Group of companies can help you to plan, prioritise and secure your financial future.

For you



Savings & Investments



Mortgages



Retirement Planning



Insurance



Life & Income Protection

For your business



Equipment Insurance



Personal Protection



Premises Insurance



Finance & Funding

For more information about the Wesleyan Group of companies, visit [wesleyan.co.uk/ourcompanies](https://www.wesleyan.co.uk/ourcompanies)

If you would like this document in Braille, large print or audio format, please contact **0800 975 3710**.

Wesleyan Unit Trust Managers Ltd.

Administration Centre: PO Box 9033, Chelmsford CM99 2WQ Telephone: 0330 123 3813

Registered Office: Colmore Circus, Birmingham B4 6AR. Telephone: 0121 200 3003. Website: www.wesleyan.co.uk

Advice is provided by Wesleyan Financial Services Ltd.

'WESLEYAN' is a trading name of the Wesleyan Group of companies.

Wesleyan Unit Trust Managers Ltd (Registered in England and Wales No. 2114859) is authorised and regulated by the Financial Conduct Authority. Wesleyan Financial Services Ltd. (Registered in England and Wales No 1651212) is authorised and regulated by the Financial Conduct Authority. Wesleyan Unit Trust Managers Ltd and Wesleyan Financial Services are wholly owned by Wesleyan Assurance Society which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Wesleyan Unit Trust Managers Ltd is also a member of The Investment Association. Calls may be recorded to help us provide, monitor and improve our services to you. Copies of the Scheme Prospectus, Key Investor Information Documents (KIIDs) and the most recent Annual Report and Half-Yearly Report on authorised funds are available free of charge from the Administration Centre.