Corporate ISA and Personal Portfolio

Terms and conditions

Please read and keep for future reference.



Terms and conditions

These terms govern your relationship with Standard Life Savings, a company authorised and regulated by the FCA which is part of the Standard Life Aberdeen group, if you decide to open a Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio. Words in bold have a particular meaning when we use them in these terms. The meaning of these words can be found in the glossary at the end of these terms. These three wrap products are different ways to hold investments, some of which can be held in a tax efficient wrapper, called an ISA, up to the relevant ISA maximum subscription limits, provided the investments are within the scope of the ISA regulations. The Wrap Personal Portfolio, however, is a different way to hold investments, and may be complementary to a Corporate Cash ISA and/or Corporate Stocks and Shares ISA, for example, where you have exceeded the ISA maximum subscription limits and/or for holding investments which the ISA regulations exclude. If you open a Corporate Cash ISA and/or Corporate Stocks and Shares ISA, we will also open a Wrap Personal Portfolio for you.

Part A applies to the **Corporate Cash ISA**, the **Corporate Stocks and Shares ISA** and the **Wrap Personal Portfolio** and Part B to the **Corporate Cash ISA** and/ or **Corporate Stocks and Shares ISA** only.

These terms should be read with the wrap services client terms and conditions (CISA66) as together they form the full terms and conditions of your Corporate Cash ISA, your Corporate Stocks and Shares ISA and/or your Wrap Personal Portfolio. The wrap services client terms and conditions are available by contacting us.

Before applying for a **Corporate Cash ISA**, a **Corporate Stocks and Shares ISA** and/or a **Wrap Personal Portfolio you** should also consider carefully the following documents:

- a) Corporate ISA and Wrap Personal Portfolio product key features document;
- b) the relevant investment documentation;
- c) the charges information document; and
- d) the charging schedule in the wrap services client terms and conditions.

In cases of conflict between **these terms** and the **wrap services client terms and conditions**, the provisions relevant to your **Corporate Cash ISA**, your **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio** contained in **these terms** will take precedence over the **wrap services client terms and conditions**.

Standard Life Savings is the ISA manager of the Corporate Cash ISA and the Corporate Stocks and Shares ISA.

Contents Page

Part A - Corporate Cash ISA, Corporate Stocks and Shares ISA and Wrap Personal Portfolio Information		
Section 1	Opening your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio	04
Section 2	Your right to cancel	05
Section 3	Closing your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio	05
Section 4	Buying and selling investments	06
Section 5	Switches	08
Section 6	Shareholder information and entitlements	08
Section 7	Withdrawals	08
Section 8	Pricing	09
Section 9	Income	09
Section 10	Charges	10
Section 11	Paying your charges	11
Section 12	Changing or replacing these terms	12
Section 13	Client money and client assets	12
Section 14	Notices	12
Section 15	Governing law	12
Section 16	Complaints	13
Section 17	Personal information	13
Section 18	How to contact us	14
Section 19	Other information	14
Section 20	The Financial Services Compensation Scheme (FSCS)	14
Part B - Cor	porate Cash ISA and Corporate Stocks and Shares ISA Specific Information	
Section 1	The ISA	15
Section 2	Eligibility	15
Section 3	Cancelling your ISA	16
Section 4	Taxation	16
Section 5	Your payments	17
Section 6	Transfers and withdrawals	17
Section 7	ISA termination	18
Annex 1	Glossary	19

Part A -Corporate Cash ISA, Corporate Stocks and Shares ISA and Wrap Personal Portfolio Information

1. Opening your Corporate Cash ISA, Corporate Stocks and Shares ISA or Wrap Personal Portfolio

- 1.1 You can only apply to open a Corporate Cash ISA, Corporate Stocks and Shares ISA or a Wrap Personal Portfolio if you are 18 or over and you are a UK resident. Please see Part B for the additional eligibility criteria in respect of the Corporate Cash ISA and Corporate Stocks and Shares ISA. Not all customers may be eligible to open and use a Wrap Personal Portfolio. Your eligibility to open and use a Wrap Personal Portfolio depends on our arrangement with your employer. Please contact us for more information.
- 1.2 If you want to open a Corporate Cash ISA, Corporate Stocks and Shares ISA and/or a Wrap Personal Portfolio, you must submit an application via the online application.
- 1.3 Your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio will only be opened once:
 - a) you have accepted these terms (which is done when you submit an application via the online application);
 and;
 - b) we have accepted your application; and
 - c) **we** are in receipt of your instructions to collect or receive a payment.

When we open a Corporate Cash ISA and/ or Corporate Stocks and Shares ISA for you, we will also open a Wrap Personal Portfolio for you. Not all Corporate Cash ISA and/ or Corporate Stocks and Shares ISAs can be opened by an initial single payment. We, or your employer, can provide more information on what methods of payment are available to you.

- 1.4 **We** have full discretion to accept or not to accept an application and **we** reserve the right to reject your application and not to give **you** any reason for doing so.
- 1.5 If any information provided in your application is found to be incorrect or incomplete and **we** have not received the correct or complete information within 10 **business days** of receipt of your application (regardless of the method of payment), **we** will reject your application and sell any **investments** which **we** have bought on your behalf and return to **you** any investment monies received in accordance with section 2.2, if it is lawful for us to do so.
- 1.6 Once we have opened a Corporate Cash ISA, a Corporate Stocks and Shares ISA and/or a Wrap Personal Portfolio in your name, we will administer it in accordance with these terms and issue you with a Corporate Cash ISA account number, a Corporate Stocks and Shares ISA account number and/or a Wrap Personal Portfolio account number.
 - Please ensure that **you** include this/these number(s) in all communications with **us**.
- 1.7 The contract between you and us will be concluded once your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio has been opened under section 1.3 above.
- 1.8 **We** will not advise **you** about the suitability of any **investment** that **you** may decide to hold in your **Corporate Cash ISA, Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio** nor will **we** be responsible for any advice given to **you** (or, where **you** are provided with informed choice or execution-only services, any appropriateness assessments conducted with **you**) by any financial adviser.
- 1.9 Unless **we** have agreed a different arrangement with your **employer**, the minimum amounts **you** can pay into each of your **Corporate Cash ISA** or **Corporate Stocks and Shares ISA** are:
 - a) an initial single payment of £500 (if **you** are eligible to open your **Corporate Cash ISA** and/ or **Corporate Stocks and Shares ISA** by way of single payment); or
 - b) an initial single payment of £250 where regular payments are being made; or
 - c) monthly regular payments of £50 (or the equivalent amount if your regular payments are over a different frequency); or
 - d) additional single payments must be at least £250.
- 1.10 If satisfactory completion of identity verification checks has not been carried out within 60 calendar days of receipt of your application for a **wrap account** (regardless of the method of payment), **we** will reject your

application, or if your wrap account, Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio has been opened, we will (i) close your wrap account, Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio, and (ii) return to you any investment monies or sell any investments already purchased and return the amount raised on sale minus any loss or plus any gain which has been caused by market movements, if it is lawful for us to do so. If we close your Corporate Cash ISA and/or Corporate Stocks and Shares ISA, ISA regulations mean that the amount you have subscribed will count towards your ISA maximum subscription limit and you will not be able to pay into the same type of ISA that has been closed with us, or any other provider, in the same tax year.

Any **dealing charges** (described in section 10) incurred in the purchase and subsequent sale of your **investments** will not be refunded. Some **mutual fund managers** may also apply exit charges to their **mutual funds**. Any exit charge imposed by the **manager** will be deducted from the amount **we** return.

- 1.11 If you want to make a subscription into your Corporate Cash ISA and have not made any subscription into your Corporate Cash ISA during the preceding tax year, you have to submit a new application form to us. Similarly, if you want to make a subscription into your Corporate Stocks and Shares ISA and have not made any subscription into your Corporate Stocks and Shares ISA during the preceding tax year, you have to submit a new application form to us. You can find the application form at www.standardlife.co.uk/cisa. Pending satisfactory checks of the application form, your money will be held in a wrap cash account. If satisfactory checks of the application form have not been carried out within 28 days of receipt of your application form we will return the money in accordance with section 2.2.
- 1.12 **We** will categorise **you** as a retail client for the purposes of the FCA rules.
- 1.13 **We** may provide/receive certain benefits (such as training events, seminars, incidental hospitality, information relating to products or services) to/from: (i) members of the **Standard Life Aberdeen group**; (ii) other product providers, fund managers and platforms; or (iii) other third parties. Any benefits provided or received will be assessed to ensure they are reasonable, proportionate and of a scale that they enhance the service provided to **you** and allows **us**/them to continue to act in your best interests.

2. Your right to cancel

- 2.1 You have a maximum of 30 calendar days from your acceptance of these terms to cancel your Corporate Cash ISA, Corporate Stocks and Shares ISA, and/ or Wrap Personal Portfolio by writing to us.
- 2.2 If you cancel, we will return to you any investment monies or sell any investments already purchased and return to you the amount raised on sale, minus any loss or plus any gain which has been caused by market movements.
 Dealing charges (described in section 10) incurred in the purchase and subsequent sale of your investments will not be refunded, if it is lawful for us to do so. Some mutual fund managers may also apply exit charges to their mutual funds. Any exit charge imposed by the manager will be deducted from the amount we return.

3. Closing your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio

- 3.1 You may terminate your agreement with us as set out in these terms and close your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio by giving us notice in writing (please see section 14 for more details).
- We may terminate these terms and close your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio if you commit a material breach of these terms, in respect of the Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio as the case may be, and fail to remedy this within 30 business days of being asked by us to do so, or if you fail to make any payments due to us after we notified you of the amount you owe us and have given you a further 30 days to make the required payments. We may also terminate these terms and close your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio if information submitted to us in your application for your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio was inaccurate and, had we been aware of this, we would not have accepted your application, for example if you were not eligible to apply to open a Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio under section 1.1 or section 2.1 of Part B.
- 3.3 If you become resident outside the UK, we will keep your Corporate Cash ISA, Corporate Stocks and Shares ISA and/ or Wrap Personal Portfolio in force unless we are or become aware that there are taxation, regulatory or administrative reasons for us to close your Corporate Cash ISA, Corporate Stocks and Shares ISA and/ or Wrap Personal Portfolio. If we close your Corporate Cash ISA, Corporate Stocks and Shares ISA and/ or Wrap Personal Portfolio, we will do so as described in sections 3.5 3.11.

- 3.4 **We** may close your **Wrap Personal Portfolio** if the combined value of the cash and **investments** in it drops below £250. For information on minimum balances in relation to your **Corporate Cash ISA** and/ or **Corporate Stocks** and **Shares ISA**, please see section 7 of Part B.
- 3.5 Once we receive your notice to terminate, or we decide to terminate in accordance with sections 3.2, 3.3 or 3.4, we shall send you confirmation that we are closing your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio. You will have to provide us with instructions, within the timescales we advise (which will be reasonable), as to where your assets are to be transferred (if it is possible to transfer them) or, if they are to be cashed-in, that the proceeds are to be paid to your nominated account.
- 3.6 Once **we** have received your instructions under section 3.5, **we** will sell or start to transfer your investments as soon as is reasonably practical. **You** will be liable for any dealing charges incurred when selling your **investments** or any costs associated with transferring your **investments**. Any cash balances (including the sale proceeds, from which any **dealing charges** incurred were deducted) will be paid into your **nominated account** unless **we** are prevented by law from doing so.
- 3.7 **We** will close your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio** when all your **investments** have been sold and/or transferred and any cash balances (including the sale proceeds, from which any **dealing charges** incurred were deducted) have been paid into your **nominated account**.
- 3.8 If we have instructions, ad-hoc or regular, to purchase investments for your Corporate Cash ISA, Corporate Stocks and Shares ISA and/ or Wrap Personal Portfolio when we receive your instruction to terminate these terms, in respect of the Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio as the case may be, we will complete and settle any pending purchase transaction before instructing the sale of your investments.
- 3.9 If you do not provide us with such instructions within such timescales in accordance with section 3.5, we will not accept any dealing instructions from you. Your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio will continue in accordance with these terms and we will continue to deduct the relevant charges (with the exception of the platform charge which we will not apply from the point the closure process begins) until such time as your Corporate Cash ISA, Corporate Stocks and Shares ISA or Wrap Personal Portfolio is closed.
- 3.10 In closing your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio, we reserve the right to reimburse ourselves for any expenses (as set out in the charging schedule) that we have incurred in connection with opening, running or closing the wrap product in question that are outstanding at the time we close your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio, whenever such losses or expenses were incurred.
- 3.11 If we are informed of your death we will immediately cease all transactions (although we will execute transactions already received), acceptance of regular payments into your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio and payment of income out of your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio. On receipt of the required documentation establishing who is entitled to collect in and distribute your monies or other assets, we shall act as instructed by that person. We will continue to hold the investments you held in your Wrap Personal Portfolio until we are instructed by your personal representatives to sell or transfer them. The value of the investments may rise or fall from day to day. With the exception of the platform charge, which we will not apply if we are informed of your death, we will continue to deduct charges and expenses, including those levied by third parties. Please see section 7.5 in Part B, for details about the process for dealing with your Corporate Cash ISA and/or Corporate Stocks and Shares ISA if you die.

4. Buying and selling investments

- 4.1 **We** will accept **dealing instructions** from **you** by telephone or in writing (please see section 18 for our contact details). For more information on our **dealing services** please see sections 8 and 9 of the **wrap services client terms and conditions**.
- 4.2 Not all **investments** are available to all customers. The specific **investments** available to **you** will depend on our arrangement with your **employer** and any additional eligibility criteria which your **employer** may impose on **you** at its discretion. For example, only some customers may hold shares in the **Corporate Stocks and Shares ISA.**
 - Please contact us for information on which investments can be held in your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio.
- 4.3 Some of the **mutual funds** available for **you** to hold in your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio** may impose the following restrictions:
 - a) a minimum investment amount;
 - b) a minimum number of **units** that can be sold; and/or
 - c) a minimum value which must be retained in the **mutual fund** after a sale.

For more information please contact **us** and consult the **investment documentation** for the particular **mutual fund you** are interested in.

- 4.4 We try to place every instruction with the person who is responsible for executing it as soon as reasonably possible after receiving it. Subject to section 9.17 of the wrap services client terms and conditions a dealing instruction to buy or sell investments will be placed with the manager no later than the second business day following the business day on which we receive it, as long as there is sufficient cleared cash in the Corporate Stocks and Shares ISA cash account or Wrap Personal Portfolio cash account.
- 4.5 An **investment** is purchased (and subsequently held and sold) subject to the prevailing terms of the third party provider, for example in respect of **units** in a **mutual fund** the terms contained within the relevant **investment documentation** issued by the **manager**. **You** should be aware that the **mutual fund's investment documentation** may allow the **manager** to delay a sale or purchase (or suspend all sales and purchases) of **units**. In this situation, **you** may be unable to buy or sell affected **investments** for a period of time. For full details please refer to the relevant **investment documentation**, available by contacting **us**.
- 4.6 The **managers** of **mutual funds** may need to close, wind-up, divide or combine existing **mutual funds** that **you** selected for your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio**. Please refer to the relevant **investment documentation**. Where the **manager**:
 - a) makes any changes to the **mutual fund** as set out in the relevant **investment documentation**; or
 - b) fails to administer the **mutual fund** in accordance with the relevant **investment documentation**,

we will not make good all or part of any loss that arises unless we have told you that we will do so.

- 4.7 If you are eligible to do so and wish to buy any investments other than units in a mutual fund, our dealing services will transmit your dealing instruction to the execution-only stockbroker for execution. Your dealing instruction will be executed at the price available on the relevant market at the time your dealing instruction is executed.
- 4.8 Following transmission to the **execution-only stockbroker**, your **dealing instruction** will be executed by them as soon as is reasonably practical during market trading hours, provided that a quote is available for the type and size of deal **you** have instructed. If no price is available on the day that our stockbroker tries to fill your **dealing instruction**, it will be cancelled and a new **dealing instruction** will have to be entered if **you** still wish to carry out that transaction.
- 4.9 If you do not hold sufficient cleared cash in your Corporate Stocks and Shares ISA cash account or Wrap Personal Portfolio cash account to enable a dealing instruction to be executed, we may at our discretion and where allowed under the ISA regulations, sell any other investments held in the wrap products which the dealing instruction relates to. In order to avoid repeating such sales too frequently we may sell investments of a greater value than the amount outstanding. Please see section 9.20 of the wrap services client terms and conditions for more information.
- 4.10 If **we** receive a monetary sale instruction which equates to 95% or more of the value of your holding in a **mutual fund. we** will:
 - a) change the instruction from a monetary sale to a unit sale instruction of the same proportion; or
 - b) in the case of a combined dealing instruction (a switch), sell 100% of the units.

This may result in the sale proceeds **you** receive being more or less than the monetary amount **you** requested to sell. **We** do this in order to reduce the likelihood of **you** selling more units than **you** actually hold as a result of the **mutual fund** value falling between the time of the **dealing instruction** and the time that the **manager** values your deal.

- 4.11 The proceeds of any sale transaction will be paid into your **Corporate Stocks and Shares ISA cash account** and/or your **Wrap Personal Portfolio cash account** (as applicable).
- 4.12 **Dealing charges** are set out in the **charging schedule** and the relevant **investment documentation** and will be confirmed in your **contract note**.
- 4.13 We will issue all **contract notes** and notifications of any significant drops (where required by **FCA rules**) in the value of certain investments directly to **you** by post. Some customers may also be able to view these documents on the part of the **access platform** which displays information related to your **wrap account** and is accessible only to **you.**
- 4.14 No certificates of ownership will be sent to **you.** Any certificates of ownership that are issued in relation to any **investments** held by **you** through your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/ or **Wrap Personal Portfolio** will be held by **us**, or an appointed sub-custodian, on your behalf. Section 12 of the **wrap services client terms and conditions** provides more information on the custody of your **investments**.

5. Switches

- 5.1 A 'switch' is a combined **dealing instruction** to sell one **investment** and use the sale proceeds to buy another. A switch instruction can be transmitted by contacting **us** and, as explained in section 9.4 of the **wrap services client terms and conditions**, **you** may be required to undertake an appropriateness assessment before a **dealing instruction** can be processed.
- 5.2 When you switch your investment(s), the sale of your existing investment(s) will attract the same dealing charges as a normal sale, and the purchase of your new investment(s) will attract the same dealing charges as a normal purchase and be subject to the same terms (as referred to in section 4.5). These charges are explained in section 10 and details of the charges that will apply to your switch will be notified to you at the time your dealing instruction is communicated to us, and will be confirmed in your contract note.
- 5.3 **We** try to place every instruction with the person who is responsible for executing it as soon as reasonably possible after receiving it. **We** will place the instruction to sell units with the relevant manager(s) no later than the second **business day** following the **business day** on which **we** receive a switch instruction on the **wrap platform. We** will place instructions to buy **units** with the relevant **manager(s)** no later than two **business days** after the last settlement date for all of the related sell transactions.
- 5.4 Switching between any **investments** other than **mutual funds** requires **us** to place instructions with the **execution-only stockbroker**. Provided that a quote is available for the type and size of transaction **you** want to carry out, **investments** will be sold on the relevant market by the **execution-only stockbroker** as soon as is reasonably practical after receipt of your switch instruction. Once the sale price is confirmed for the sale and, therefore, settlement proceeds can be calculated, your purchase **transaction** will be placed on the relevant market as soon as reasonably practical. If no quote is available for any of the **investments**, **we** will contact **you**.
- 5.5 If you want to switch between mutual funds, we will calculate and place the buy deals after the sell deals have been confirmed. When you switch your investment(s), the sale of your existing investment(s) will attract the same dealing charges as a normal sale, and the purchase of your new investment(s) will attract the same dealing charges and be subject to the same terms as a normal purchase. Details of the charges that will apply to your switch will be notified to you in your charges information document before your dealing instruction is placed, and will be confirmed in your contract note. When you carry out a switch, investment monies may be temporarily uninvested ("out of the market") for the days between when the sell deals are placed and the subsequent buy deals are placed. During the time that you are out of the market, unit prices may rise or fall so the number of units you are able to purchase may be more or less than you could have purchased if your money had not been temporarily uninvested. You will not be able to place a sell deal for investments that you have recently purchased until those investments have been credited to your account.

6. Shareholder information and entitlements

- 6.1 You will receive a statement of your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio every 3 months. These statements will show your investments at the close of business on the last business day of the 3 month period. However, we can provide you with a valuation or transaction statement at any time on your request. Where you request a valuation or transaction statement from us, it may show your investments at the close of business on the business day prior to the generation of the statement. Each investment will be valued by using the most recent prices available to us at the time the statement is generated.
- 6.2 **You** can obtain, free of charge, the relevant **investment documentation** for each **mutual fund** in which **you** have invested by writing to **us**.
- 6.3 In the case of a rights issue or a bonus issue (where shares are issued to existing shareholders in the same proportions as their existing holdings) or other capital reorganisation, the number of shares that **you** receive may be less than the number **you** would have received if your **investments** were held in your own name, rather than pooled with the **investments** of our other clients, in the name of a **nominee company**. This is because **units** may not be rounded up or down to full numbers where the **mutual funds** or **investments**, as a result of an action, are not awarded to decimal places. For more information on how your **investments** are held please see sections 11 and 12 in the **wrap services client terms and conditions**.

Residual cash balances, if applicable, will be credited to your **Corporate Stocks and Shares ISA cash account** or to your **Wrap Personal Portfolio cash account** (as applicable).

7. Withdrawals

7.1 If you wish to make a withdrawal of cash from your Corporate Stocks and Shares ISA cash account or from your Wrap Personal Portfolio cash account you should provide us with the relevant instruction. Money will be paid from your Corporate Stocks and Shares ISA cash account and/or from your Wrap Personal Portfolio cash account into your wrap cash account, or your nominated account, as requested by you.

- 7.2 You can instruct us to make regular withdrawals on your behalf from your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio. This can be monthly, quarterly, half yearly or yearly. The withdrawal can either be funded from cash in your Corporate Cash ISA, your Corporate Stocks and Shares ISA cash account, and/or in your Wrap Personal Portfolio cash account, as relevant, or by the sale of investments. Instructions to sell investments from your Corporate Stocks and Shares ISA and/or your Wrap Personal Portfolio, or to sell specific investments, can be set up by contacting us.
- 7.3 Money will be paid into your wrap cash account, or your nominated account, within 10 business days of us receiving your instructions on the wrap platform or us receiving payment from the relevant manager of the mutual fund from which units are sold, whichever is later.
- 7.4 Withdrawals may be delayed or restricted where there are outstanding **charges** or where settlement proceeds have not been received.

8. Pricing

8.1 Each mutual fund's unit price is set by the manager based on the value of the mutual fund's underlying assets. The price of the other investments which you can hold in your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or your Wrap Personal Portfolio is set by the market. You can find the most recently published price for your investments through the access platform or by contacting us. The prices for some investments are also published in some newspapers. You should remember that all prices are historic and are not, therefore, necessarily prices at which your dealing instructions will be executed.

9. Income

- 9.1 Income from **mutual funds** is made up of either interest or dividends. Most, but not all, **mutual funds** will offer two types of **units**: income **units** and accumulation **units**. The type of **units** available from each **mutual fund** is detailed in the relevant **investment documentation**.
- 9.2 Income **units** pay the income attributable to each **unit you** own to **you**, whereas accumulation **units** retain that income within the **mutual fund** and this is reflected in the published price which will be higher than for income **units**.
- 9.3 In relation to any **units** purchased in **mutual funds**, the first income distribution may include an amount of equalisation. This equalisation reflects income accrued by the **mutual fund** in the accounting period prior to being purchased. This applies equally to cash distributions paid by income **units**, or reinvested distributions in the case of accumulation **units**. The purpose of equalisation is to ensure that all investors in a **mutual fund** are treated fairly: investors who hold the **units** for the full accounting period receive the full distribution; investors who acquired the **units** during the accounting period will receive a lower income amount in their distribution for that accounting period. Amounts of income equalisation received as part of distributions on **units** in **mutual funds** of the same type and in the same fund may be aggregated and the average amount of income equalisation attributed to each such **unit** acquired during the relevant period.
- 9.4 We will collect income from your investments for you and allocate it to your Corporate Stocks and Shares ISA cash account or Wrap Personal Portfolio cash account. We will use all reasonable endeavours to do this within 10 business days of receiving it. However there may be circumstances out of our control where an income payment may be delayed. You can elect to have this collected income paid to you, in which case we will then forward it to your nominated account, pay it to your wrap cash account or reinvest it to buy more of the units from which the income has been received. If you do not elect to have this collected income paid to your nominated account, your wrap cash account or reinvested, it will remain in your Corporate Stocks and Shares ISA cash account or Wrap Personal Portfolio cash account.
- 9.5 Money which **you** hold in your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA cash account** or **Wrap Personal Portfolio cash account** is held in pooled client money bank accounts, as explained in section 13.1 below.
- 9.6 You will receive a specific rate of interest in respect of money that we hold for you in respect of your wrap cash account, your Wrap Personal Portfolio cash account, your Corporate Cash ISA and your Corporate Stocks and Shares ISA cash account. We will retain the remainder (if any) of any interest earned on the bank accounts where the money is held, in the form of a cash management administration charge. The applicable interest rate and the amount of the cash management administration charge may fluctuate regularly. The applicable rate of interest and the amount of the cash management administration charge may differ between each of your wrap cash account, your Wrap Personal Portfolio cash account, your Corporate Cash ISA and Corporate Stocks and Shares ISA cash account, and may vary depending on the amount of money we are holding for you in a particular cash account. Please see section 13 of the wrap services client terms and conditions for more details of the cash management administration charge and the interest rates. The applicable rate of interest for all cash accounts may be zero or negative.

- 9.7 Any interest due will be calculated daily based on the closing cash account balances (as reflected on the wrap platform) of each relevant cash account that day. This is based on the cleared cash held in each relevant cash account. Interest will be credited (less basic rate income tax deductions for the wrap cash account and/or Wrap Personal Portfolio cash account) to each of the relevant cash accounts monthly in arrears.
- 9.8 Any interest payable to you in respect of your holdings in the Corporate Stocks and Shares ISA cash account will be credited to the Corporate Stocks and Shares ISA cash account.

10. Charges

The charges payable by you depend on the investments you choose to invest in and hold in your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio. Your charges will be made up of some or all of the charges described in this section, depending on the holdings in your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio. You can obtain information on the current level of charges from the charging schedule.

Administration charges

10.1 Annual management charge

This is a daily charge levied by the **manager** of each **mutual fund** to pay for the services it provides. This charge is calculated daily and applied each **business day** after the **mutual fund** has been valued and before the **unit price** is set. The **investment documentation** will show details of any annual management charge that applies to **mutual funds you** have chosen and **you** can find out the annual management charge which applies to a particular **mutual fund** by contacting **us**.

Standard Life Aberdeen group will not be responsible for any increase in the annual management charge levied by a **manager** which is not part of the **Standard Life Aberdeen group**.

Standard Life Aberdeen group has the right to increase the annual management charge which it applies to the mutual funds that it manages. Increases will reflect increases in Standard Life Aberdeen group's overall costs of managing and operating these mutual funds or any other reasonable grounds referred to in section 10.13. Any increases in the annual management charge levied by Standard Life Aberdeen group will not increase the profit margins of Standard Life Aberdeen group above reasonable levels. Standard Life Aberdeen group will give you at least 30 days' notice (according to the process described in section 14) before it increases the annual management charge of a Standard Life Aberdeen group managed mutual fund that you invest in.

10.2 Mutual funds initial charge

Managers sometimes levy a one-off initial charge when **you** first invest in a **mutual fund**. This charge will be taken from the amount **you** intended to invest therefore reducing the number of **units you** can buy. Please contact **us** for further information about this for any **mutual fund** that **you** invest in.

10.3 Additional expenses

Managers of certain funds, including the companies within **Standard Life Aberdeen group**, may deduct additional expenses from the value of the assets in their funds when they calculate the price of their funds to cover costs incurred by the funds such as regulator y expenses. The deduction of additional expenses is over and above the annual management charge and the **mutual funds** initial charge that applies. These include but are not limited to:

- a) auditors fees;
- b) custodians fees;
- c) any depository or trustee fees; and
- d) regulatory expenses.

In addition, where the **mutual fund** is a fund of funds (a **mutual fund** that holds underlying funds as its **investments**), the additional expenses may also include the cost of managing the underlying funds. Where these expenses arise within the **mutual fund**, they have been taken into account in the calculation of the fund price.

More information on additional expenses can be found in the relevant **investment documentation**, which **you** can obtain by contacting **us**.

10.4 Initial and exit investment costs

These are price adjustments the **manager** of a **mutual fund** sometimes imposes when **you** buy or sell **units** in their **mutual fund** to protect the value of the **units** held by other investors in their **mutual fund** and may be referred to as dilution levy, creation adjustment or swing price. More information may be available in the relevant **investment documentation** or by contacting **us**.

10.5 Transaction costs

These are costs and charges incurred by the manager of a **mutual fund** as a result of the acquisition and disposal of the **mutual funds**. These include broker commissions, transaction taxes, foreign exchange costs and entry and exit charges paid by the **fund**. These costs are included in the unit price of the **mutual fund**.

Charges for buying and selling stocks and shares

10.6 Transaction charge

We levy a transaction charge if you buy and sell listed securities using our dealing services.

Platform charge

- 10.7 **We** will make a monthly charge for the provision of the services on the **wrap platform**, some administration of the **wrap products** and a reasonable margin for profit. The annual equivalent of this monthly charge is set out in Part 1B of the **charging schedule**. The amount of this charge depends on the value of your **platform eligible assets**. Please see Part 1B of the **charging schedule** for details.
- 10.8 Provided that cleared cash is available, the platform charge for Corporate Cash ISA, Corporate Stocks and Shares ISA, Wrap Personal Portfolio and wrap cash account will be deducted from your wrap cash account on the fifth day of each calendar month.
- 10.9 We will take a cash management administration charge as explained in section 9.6 of these terms.
- 10.10 Product charges are also applicable. Please see Part 2 of the charging schedule for details.

How we set our charges

- 10.11 Our total charges under the **Corporate ISA** and **Wrap Personal Portfolio** are intended to cover our overall costs in providing the **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and **Wrap Personal Portfolio** (including an appropriate proportion of the costs of the **wrap platform**, **services** and **wrap products**) and to provide a reasonable margin for profit. These overall costs include:
 - a) expenses incurred at the start of your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio;
 - b) expenses incurred during the term of your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio; and
 - c) expenses incurred when your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio end.
- 10.12 The charges are expressed as a proportion of **investments** held in your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio**. **We** set the charges and discounts so that there is a reasonable balance between customers who are using the **access platform**, **wrap platform** and customer contact points for **wrap products**.
- 10.13 **We** will review our charges at least once a year. **We** may increase these charges or introduce new ones for the reasons set out in sections 15.3 and 15.4 of the **wrap services client terms and conditions**.
- 10.14 Unless stated otherwise in this section or sections 13.7 or 13.8 of the **wrap services client terms and conditions**, **we** will give **you** at least 30 days' notice before any adjustments to the charges and discounts become effective, or **we** introduce a new charge or, in respect of charges which are set by a third party and are therefore beyond our control, **we** will notify **you** as soon as reasonably practical.

Fund based charges on mutual funds

- 10.15 The fund based charges, expenses and levies on mutual funds are described in sections 10.1 to 10.4.
- 10.16 The **manager** of a **mutual fund** may increase or reduce their charge and, when **we** are informed, **we** will notify **you** of the change.

11. Paying your charges

11.1 **We** may move money between cash accounts if **you** do not hold sufficient monies in the relevant cash account to pay charges and/or expenses which **you** owe **us** or a third party. **We** may also sell or instruct the sale of sufficient amounts of any **investments we** hold on your behalf. **We** will not contact **you** before **we** do so. In order to avoid repeating such sales too frequently **we** may sell **investments** of greater value than the amount outstanding. This may have tax consequences for **you**, so it is important to ensure your cash accounts contain sufficient money to pay charges and expenses as they become due. For more information please see sections 9.19, 9.20, 15.8 and 15.9 of the **wrap services client terms and conditions**, or contact **us**.

12. Changing or replacing these terms

- 12.1 **We** can make reasonable and appropriate changes to **these terms** or issue a replacement set of terms and conditions in their place at any time while your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio** are in force for the reasons set out in section 20.1 of the **wrap services client terms and conditions**.
- 12.2 **These terms** change regularly. The latest versions are always available on our website www.standardlife.co.uk/cisa and **you** should refer to them regularly. They are also available by contacting **us**. Subject to section 12.3, **we'**ll give **you** notice by post or email (as explained in section 14) of the change and this notice may be included in your periodic statements or other documentation **we** issue to **you**. Amendments which are immaterial or not to your detriment will not require notification. Where **we** notify **you we** will also provide **you** with an amended version of **these terms** or just the amended terms, either by post, email, or by making them available on the **access platform** and/or by directing **you** to our website.
- 12.3 Changes to **these terms** that are due to a reason outside of our control (e.g. a change in legislation) or which are immaterial or not to your detriment may take effect immediately. All other changes will take effect 30 days from the date of our notification of the change or any later date specified in our notification. Each notification of change **we** provide to **you** will state the reasons for the change.
- 12.4 If you object to a change implemented by us in respect of the valid reasons contained in these terms please contact us but please note your only recourse may be to close your wrap account and close your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio.
- 12.5 If you object to a change implemented by us in respect of valid reasons which are not mentioned in these terms, you can notify us of your objection within the 30 days' notice period by contacting us as explained in section 18. You will then have 90 calendar days to close your wrap account as explained in section 6 of the wrap services client terms and conditions and close your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio as explained in section 3 of these terms and we will waive any exit fees normally applicable. You will still have to pay any applicable additional charge if you are still in the charging period. You will also have to pay any charges from third parties that we are able to pass on to you under these terms or the wrap services client terms and conditions.
- 12.6 Please see section 10 for details of the circumstances where **we** may amend our charges and the procedures **we** will follow.

13. Client money and client assets

- 13.1 Money which you hold in your Corporate Cash ISA and Corporate Stocks and Shares ISA cash account and Wrap Personal Portfolio cash account will be:
 - a) pooled together with money belonging to other customers;
 - b) held in bank accounts which we use only to hold client money and do not use to hold our own money; and
 - c) held in accordance with the **FCA rules** on holding client money.
 - For more details on the treatment of client money, including how we pay interest, please see the **charging** schedule and section 13 in the wrap services client terms and conditions.
- 13.2 Assets you hold in your Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio will be pooled together with assets belonging to other customers and held in accordance with the FCA rules on holding clients' safe custody assets. For more information, please see section 13 of the wrap services client terms and conditions or contact us.

14. Notices

- 14.1 Notices that either **we** or **you** are required to serve on the other under **these terms** must be in writing and can be served by pre-paid post to the last notified address of the other party. **We** may also serve notices on **you** by email to an email address which **you** have provided to **us** in relation to your **wrap account**.
- 14.2 If a notice is served by pre-paid post, it will be deemed delivered 5 **business days** after being posted and in proving such service it shall be sufficient to prove that such envelope was properly addressed, stamped and posted.
- 14.3 If **we** serve a notice on **you** by email, it will be deemed delivered on the day it was sent provided **we** do not receive a non-delivery message.

15. Governing law

- 15.1 **These terms** are governed by the applicable **UK** law which is determined by where **you** live in the **UK** at the date of application for your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio**.
- 15.2 **You** and **we** will submit to the non-exclusive jurisdiction of the courts of the applicable **UK** country (as set out in 15.1) in relation to any claim or dispute arising under **these terms**.

16. Complaints

- 16.1 **We** have an established complaints procedure in relation to the **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and **Wrap Personal Portfolio** which conforms to the **FCA's** complaints procedure requirements. If **you** wish to see a copy of our complaints procedure please contact **us**.
- 16.2 If you have a concern or complaint please call us. We will discuss your issue with you and attempt to resolve it.
- 16.3 If **we** cannot resolve your complaint in this manner please write to **us** stating the nature of the complaint. Please quote any relevant dates and correspondence.
- 16.4 **We** will record details of your complaint centrally and make sure your complaint is thoroughly investigated by someone who has been trained in complaints handling.
- 16.5 If **we** are unable to deal with a complaint within 10 **business days we** will issue **you** with an acknowledgement letter together with a copy of our Internal Complaints Handling Procedures and provide **you** with regular updates as to our progress with our investigation into your complaint.
- 16.6 Within 8 weeks of receiving your complaint **we** will send **you** one of the following two responses:
 - a) a final written response in which **we** either offer **you** a remedy (whether or not **we** accept your complaint) or **we** reject your complaint and give **you** our reasons for doing so. This letter will include a copy of the Financial Ombudsman Service's standard explanatory leaflet and inform **you** that if **you** remain dissatisfied with our response, **you** may refer your complaint to the Financial Ombudsman Service within 6 months; or
 - b) an interim written response which will explain why **we** are not in a position to make a final response and indicate when **we** expect to be able to provide **you** with one. This letter will also inform **you** that **you** can refer your complaint to the Financial Ombudsman Service and will include a copy of the Financial Ombudsman Se vice's standard explanatory leaflet.
- 16.7 The Financial Ombudsman Service is an independent service set up by the **UK** parliament to resolve disputes between consumers and businesses providing financial services. This service is free to consumers. Further information about the Financial Ombudsman Service may be found at www.financial-ombudsman.org.uk
- 16.8 Complaining to the Financial Ombudsman Service will not affect your rights. In general, **you** have 6 months from the date of our final response to refer your complaint to the Financial Ombudsman Service. The fact that **we** categorise **you** as a retail client does not necessarily mean that **you** will be eligible to refer any complaints **you** might have about **us** to the Financial Ombudsman Service.

17. Personal information

- 17.1 **We** or another member of the **Standard Life Aberdeen group** will collect and use personal information about **you** as part of your application for **wrap products** such as your name, date of birth and national insurance number in order to provide the **wrap products** and our **services** and to manage our relationship with **you**.
 - It may be necessary as part of the **wrap products** or our **services** to collect and use personal information which is defined as 'special category data' by **data protection law**, e.g. health related. Any such special category data will only be collected and used where it's needed to provide the **wrap products** or **services** or to comply with our legal and regulatory obligations and where **we** have obtained your explicit consent to process such information, or where such processing is permitted under applicable **data protection law**.
- 17.2 To provide the **wrap products** or **services** and meet our legal and regulatory obligations, **we** will keep your personal information and copies of records **we** create (e.g. calls with **us**). If the application does not proceed or when **you** close your **wrap products**, **we** are required to keep information for different legal and regulatory reasons. The length of time will vary and **we** regularly review our retention periods to make sure they comply with the relevant laws and regulations.
- 17.3 The information collected (including details of the holding in your wrap product portfolio) may be shared with your professional advisers; your employer; other companies of the Standard Life Aberdeen group and other companies we work with to support us in the provision of the wrap products or services. Where we consider it appropriate and lawful to do so, we may also share your information with other organisations. We may also transfer and disclose your personal information and any other information provided to us by you for the purposes of complying with an instruction from the FCA or other competent regulatory authority and with laws, regulations and

FCA rules. Whenever **we** share your personal information, **we** will do so in line with our obligations to keep your information safe and secure.

- 17.4 The majority of your information is processed in the **UK** and European Economic Area (EEA). However, some of your information may be processed by **us** or the third parties **we** work with outside of the EEA. Where your information is being processed outside of the EEA, **we** take additional steps to ensure that your information is protected to at least an equivalent level as would be applied by **UK** / EEA data privacy laws e.g. **we** will put in place legal agreements with our third party suppliers and do regular checks to ensure they meet these obligations.
- 17.5 For more information on how **we** process your personal information and what your rights are, please read our Privacy Policy at www.standardlife.com/privacy or write to the Data Protection Officer at 1 George Street, Edinburgh, EH2 2LL.

18. How to contact us

18.1 If you have any questions or would like to make any changes to your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio, or if you would like to place a dealing instruction, you should contact us.

Our telephone number is 0345 606 0106. Call charges will vary. Please have your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio** details ready when calling. Calls and electronic communications may be recorded and/or monitored to protect both **you** and **us** and help with our training. **We** will retain these records for as long as required by regulation/law or to enable **us** to meet any future requirements or obligations. **You** may contact **us** for a copy of these records at any time.

Our main contact address is Standard Life, Corporate ISA, Dundas House, 20 Brandon Street, Edinburgh, EH3 5PP. Please note that **we** cannot provide **you** with financial advice.

Our website can be found at www.standardlife.com

18.2 Email is not a secure method of transferring personal information, but if **you** are happy to send your details this way, please email **us** at wrap_servicing@standardlife.com.

Please note that there is no guarantee that the content of any email sent will be received, or that the contents of any such message will remain private or unaltered during sending.

We accept no liability for any damages that **you** or others may suffer as a result of the alteration or loss of confidentiality of any emailed information.

We reserve the right to monitor the use and content of emails which are sent from and received by **us** for the purposes of ensuring compliance with our own email policy, and identifying and taking action against unlawful or improper use of our systems.

We virus scan all emails but will not be responsible for any damage caused by a virus or alteration by a third party after it is sent. **We** recommend that **you** employ reasonable virus detection and protection measures when accessing emails from **us**.

19. Other information

- 19.1 Other information, including details of the **manager**, depositary or trustee, of a **mutual fund** can be found in the relevant **investment documentation** which **you** can obtain by contacting **us**.
- 19.2 Should it become necessary to ensure the continuation of a high quality of service to you, we reserve the right to transfer the management of your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio from Standard Life Savings to another ISA manager and/or manager within the Standard Life Aberdeen group. We will give you at least 30 days' notice prior to doing so in accordance with section 14.

Force majeure

19.3 The performance of our obligations under these terms may be interrupted and shall be excused by the occurrence of a **force majeure event** affecting **us** or any of our key sub-contractors.

20. The Financial Services Compensation Scheme (FSCS)

20.1 Cash and investments in your Wrap Personal Portfolio, Corporate Cash ISA and/or Corporate Stocks and Shares ISA may be eligible for cover under FSCS. For information on the compensation available under the FSCS, please refer to the product key features document, check our website at www.standardlife.co.uk/investor-protection or contact FSCS at www.fscs.org.uk or 0800 678 1100. Please note call charges will vary. Please note that the fact we categorise you as a retail client does not necessarily mean that you will be eligible to claim compensation from the FSCS.

Part B - Corporate Cash ISA and Corporate Stocks and Shares ISA Specific Information

1. The ISA

- 1.1 An **ISA**, as defined by the **ISA regulations** as amended is approved by the Commissioners of HM Revenue & Customs for total exemption from **UK** income and capital gains taxation.
- 1.2 The **ISA regulations** restrict the type of **investments** that **you** can hold in any **ISA**.
- 1.3 In your Corporate Stocks and Shares ISA you can hold the following investments available from us:
 - a) **units** in **mutual funds** (specifically **units** in **OEICS**, unit trusts and other collective investment schemes). For more information please see the relevant **investment documentation**, available by contacting **us**;
 - b) **you** may be eligible to hold certain shares within your **Corporate Stocks and Shares ISA** (for example, shares in your **employer**). This depends on our arrangement with your **employer**. If our arrangement with your **employer** ends, **you** may no longer be able to purchase or hold these shares. Please contact **us** for information on which types of **investments** can be held in your **Corporate Stocks and Shares ISA**; and
 - c) any other **investments** which **we** may make available to **you** to hold in your **Corporate Stocks and Shares ISA** in the future.
- 1.4 In your **Corporate Cash ISA you** can hold cash only. **We** reserve the right to introduce cash **investments** that qualify for a **cash ISA** under the **ISA regulations**.
- 1.5 If you have any concern about the suitability of an investment for either your Corporate Cash ISA or your Corporate Stocks and Shares ISA please consult a financial adviser.
- 1.6 We have delegated certain of our administrative functions and responsibilities, including holding your money and **investments**, to the **nominee company**. We have satisfied, and will continue to satisfy, ourselves that the **nominee company** is competent to carry out these delegated functions and responsibilities and we are responsible to **you** for their acts and omissions. **Investments** will generally be registered in the name of the **nominee company**, or as we may otherwise direct. Share certificates or other documents of title will be held by **us**, the **nominee company** or as we may otherwise direct.
- 1.7 If you wish to be able to attend share or unit holders' meetings, vote at such meetings or receive any other information issued to share or unit holders such as annual reports and accounts and other share or unit holder notices when you hold shares or units directly in your Corporate Stocks and Shares ISA, you must elect to do so and notify us in writing. Please see section 18 for our contact details. If our regulatory obligations change, we will amend our procedures to comply with those obligations.

2. Eligibility

- 2.1 To open a Corporate Cash ISA and/ or Corporate Stocks and Shares ISA you must be:
 - a) 18 or over on the date of investment;
 - b) a **UK resident**; and
 - c) able to comply with any other eligibility criteria which your **employer** may choose to set at its discretion.
- 2.2 An **ISA** may only be held by **you** in your sole name. Any **investments** held within your **ISA** will be and must remain in your beneficial ownership.
- 2.3 Under the **ISA regulations**, **you** are required to supply **us** with your National Insurance Number (NINo), or make a declaration that **you** do not have a NINo for a valid reason. If **you** do not supply **us** with your NINo within 30 days of your **ISA** being opened your **ISA** will be made void (see section 7 of Part B of **these terms**).
- 2.4 You can only subscribe to one stocks and shares ISA, one cash ISA, one innovative finance ISA and one lifetime ISA in each tax year. Please note that the innovative finance ISA and the lifetime ISA are not currently available for holding within a wrap product portfolio.
- 2.5 There is no restriction on how many **ISAs** an individual may eventually hold, having taken out one new **stocks and shares ISA**, one new **cash ISA**, one new **innovative finance ISA** and on new **lifetime ISA** each **tax year**.
- 2.6 The amounts which **you** may invest in an **ISA** in any **tax year** will be subject to the **ISA maximum subscription limits**.

- 2.7 Once you have subscribed an amount equal to the ISA maximum subscription limits for one tax year into any Corporate ISA, you should make no further subscriptions to your Corporate ISA in that tax year, regardless of any withdrawals you have made. Any subscriptions which you attempt to make to your Corporate Cash ISA and/or Corporate Stocks and Shares ISA in excess of the ISA maximum subscription limit for the relevant tax year, or when combined with your regular payments for the remainder of the tax year would cause you to exceed the ISA maximum subscription limits, will be rejected and the monies will be returned to you.
- 2.8 If you subscribe less than the ISA maximum subscription limits for one tax year into any ISA you may still only invest an amount equal to the ISA maximum subscription limits for each subsequent tax year into any ISA.
- 2.9 **ISA investments** must not be used as security for a loan.
- 2.10 A person acting under a power of attorney or an equivalent registered authority recognised by the ISA regulations, by which they have been given the power to act and make investment decisions on behalf of another, may open and make transactions in respect of an ISA, on behalf of a person who has granted them such power of attorney or equivalent registered authority. The person who has granted them such power of attorney or equivalent registered authority will be the named holder of the ISA. The wrap services client terms and conditions give more information on powers of attorney.
- 2.11 The start date for your **Corporate ISA** will be (subject to **us** having received and accepted an application for your **Corporate Cash ISA** and/ or **Corporate Stocks and Shares ISA** from **you**) the date **we** are in receipt of your instructions to collect the direct debit.
- 2.12 If you are no longer a UK resident, you will no longer be entitled to subscribe to a Corporate ISA.
- 2.13 An **ISA** may not be assigned. This means **you** are not able to transfer your **Corporate Cash ISA** and/or **Corporate Stocks and Shares ISA** to another person.

3. Cancelling your ISA

3.1 If you cancel your Corporate Cash ISA and/or Corporate Stocks and Shares ISA within the 30 day cancellation period (by following the procedure explained in section 2 of Part A), your Corporate Cash ISA and/or Corporate Stocks and Shares ISA and any subscriptions you have made to it, will be deemed not to have existed and any payment you have made to your Corporate Cash ISA and/or Corporate Stocks and Shares ISA will not count towards your ISA maximum subscription limits and you will be entitled to subscribe your maximum allowance to another ISA of the same type in the same tax year.

4. Taxation

4.1 **You** are not required to declare any income or capital gains realised from your **ISA** on your tax return.

Capital gains tax

4.2 **You** will not be subject to tax in the **UK** on any capital gains realised on the sale of any of your **investments** in your **ISA**. However, if there is any local tax payable on gains on assets held in other jurisdictions it may not be possible to recover that tax.

Income tax

4.3 Corporate Cash ISA

Income earned on cash deposited in your **Corporate Cash ISA** is not subject to income tax. This is the case whether **you** leave the interest in the **ISA** (to earn further interest) or ask for it to be paid to **you**.

There are occasions where a person paying interest may be required to deduct tax from any payment due. In general, your **ISA** manager is entitled to receive payments of interest into your **ISA** without deduction of interest from **UK** sources. If the situation arises where **UK** income tax has been deducted from a payment of interest, the **ISA** manager will claim this tax back from HM Revenue & Customs on your behalf.

Where an **investment** is held overseas, there may be a requirement to deduct tax locally before payment of interest. If this happens, it may not be possible to recover that tax.

4.4 Corporate Stocks and Shares ISA

Generally, you will not be subject to income tax on income from your investments in your stocks and shares ISA.

However there are occasions where a person paying interest may be required to deduct tax before paying interest out. In general, your **ISA** manager is entitled to receive payments of interest into your **ISA** without deduction of interest from **UK** sources. If the situation arises where **UK** income tax has been deducted from a payment of interest, the **ISA** manager will claim this tax back from HM Revenue & Customs on your behalf.

Where an **investment** is held overseas, there may be a requirement to deduct tax locally before payment of interest. If this happens it may not be possible to recover that tax.

4.5 **You** should note that any description of tax reliefs in **these terms** refers to those that are currently applicable at the date of printing and may change in the future. The description is only relevant to persons subject to **UK** personal income tax and the value of relief depends on your individual circumstances. **You** authorise **us** to account for tax and provide information to HM Revenue & Customs if they request it.

5. Your payments

- 5.1 Payments can only be made from your own bank account.
- 5.2 For regular payments made by direct debit (whether made monthly, quarterly, half yearly or yearly), the maximum amount per payment will depend upon the number of remaining payments in the **tax year**.
- If you open your Corporate Cash ISA and/or Corporate Stocks and Shares ISA part way through a tax year we may 5.3 have to reduce your regular payments in the next tax year to prevent you from overpaying. If we have to reduce your Corporate Cash ISA payment we will reduce it to the maximum regular payment for the next tax year. This will be a pro-rated amount based on the cash ISA maximum subscription limit for the new tax year. This means that over the 12 months of the next tax year you will have paid in the full cash ISA maximum subscription limit. If we have to reduce your Corporate Stocks and Shares ISA payment we will reduce it to the maximum regular payment, minus the amount you are paying into your Corporate Cash ISA. The maximum regular payment for your Corporate Stocks and Shares ISA will be a pro-rated amount based on the ISA maximum subscription limits for the new tax year, minus the amount you are paying into your Corporate Cash ISA. This means that over the 12 months of the next tax year you will have paid in the full stocks and shares ISA maximum subscription limit. If we have to reduce both ISA payments we will reduce your Corporate Cash ISA payment to the maximum regular amount for the next tax year. This will be a pro-rated amount based on the cash ISA maximum subscription limits for the new tax year. We will then reduce your Corporate Stocks and Shares ISA payment to the maximum regular payment, minus the new cash ISA payment. This means that over the 12 months of the next tax year you will have paid in the full ISA maximum subscription limits, with the maximum allowable allocated to your Corporate Cash ISA.

We will write to **you** before **we** make any changes to tell **you** what your new regular payments will be. If **you** would rather not pay this new amount **you** will be able to go online and set your own regular payment amounts.

- 5.4 Once your **Corporate Cash ISA** and/or **Corporate Stocks and Shares ISA** has been opened in terms of section 1.3 of Part A, **you** must call **us** to make single payments. Single payments must be made from your own bank account, including a joint bank account.
- 5.5 If a single payment is made in accordance with section 5.4 of Part B, any regular payments will be reduced in order to prevent exceeding the **ISA maximum subscription limits**.

6. Transfers and withdrawals

6.1 Transfer from a Corporate Cash ISA to another cash ISA

On your instructions **we** will transfer your **cash ISA**(s), with all rights and obligations, to a **cash ISA** with another **ISA manager** nominated by **you**. On our receipt of the transfer request from **you**, **we** will send the cash and relevant information to the new **ISA manager** within 5 **business days**.

6.2 All other transfers

On your instructions and (subject to the below) within the time stipulated by **you**, which must be no less than 30 days, **we** will transfer your **ISA**(s), with all rights and obligations, to another **ISA manager** nominated by **you**. **We** will carry out the transfer within a reasonable period but it may take up to 30 days from the date of receipt of your instruction.

- 6.3 To transfer your **Corporate Cash ISA** and/or **Corporate Stocks and Shares ISA** into an **ISA** managed by another **ISA manager**, simply contact **us** for more information about the transfer process.
- 6.4 If you wish to transfer your Corporate Cash ISA and/or Corporate Stocks and Shares ISA to another ISA manager, depending on the terms and conditions imposed by the new ISA manager, you can either choose to:
 - a) transfer the **investments** that **you** hold in your **Corporate Cash ISA** and/or **Corporate Stocks and Shares ISA**; or
 - b) sell your **investments** and transfer the sale proceeds (i.e. the resulting cash amount).
- 6.5 If **you** choose to sell your **investments** and transfer the sale proceeds, the procedure described at section 4 in Part A will apply to the sale.
- 6.6 We are not able to accept transfers of existing ISAs into a Corporate Cash ISA and/or Corporate Stocks and Shares ISA.

7. ISA termination

- 7.1 **We** shall be entitled to terminate your **Corporate Cash ISA** and/or **Corporate Stocks and Shares ISA** and redeem all **investments you** hold in your **ISA**:
 - a) if any information provided on your application form is found to be factually incorrect or materially incomplete;
 - b) if the value of the **investment you** hold in your **Corporate Cash ISA** and/or **Corporate Stocks and Shares ISA** falls below £250; or
 - c) in the circumstances described in section 3.5 of Part A.
- 7.2 An **ISA** may be found to be invalid. For example, it may be invalid because of failure to satisfy the provisions of the **ISA regulations**, the **investments** held in the account are not permitted for an **ISA**, or **you** do not meet the eligibility criteria, or the payments made to the account are invalid. If the problem is capable of being remedied, the account may continue as an **ISA** after corrective action or repair. Invalid accounts that cannot be repaired will be voided.
- 7.3 If HM Revenue & Customs were to find your ISA invalid they would write to us and detail the action that must be taken in relation to your ISA. They would also notify you in writing of the instructions given to us. If your ISA is voided, all income in respect of that subscription will be taxable and all the invalid subscription monies and/or units and income must be removed from the ISA. Valid ISAs from other tax years will be unaffected. If your Corporate Cash ISA and/or Corporate Stocks and Shares ISA is voided or is to be voided we will transfer any cash invested through invalid subscriptions or investments purchased with invalid subscriptions held in your Corporate Cash ISA and/or Corporate Stocks and Shares ISA to your Wrap Personal Portfolio and then notify you. Cash will be transferred to your Wrap Personal Portfolio cash account. Investments will be transferred to your Wrap Personal Portfolio and invested proportionally in the same investments based on the amount the invalid subscription bears to the whole subscription.
- 7.4 If your **investments** need to be sold, the procedure described in section 4 of Part A will be followed.
- 7.5 If **you** die on or after 6th April 2018, your **Corporate Cash ISA** and/or **Corporate Stocks and Shares ISA**, together with all associated tax benefits, will continue until the earliest of:
 - the administration of your estate being finalised; or
 - the closure of your Corporate Cash ISA and/or Corporate Stocks and Shares ISA; or
 - three years after the date of your death.

After this time, or if you had died before 6th April 2018, your Corporate Cash ISA and/or Corporate Stocks and Shares ISA together with all associated tax benefits will automatically cease. Although your ISA will no longer be in force, we will still hold the investments that used to be part of your Corporate Cash ISA and/or Corporate Stocks and Shares ISA and their value will remain subject to daily price movements and charges and expenses until we receive instructions from your personal representatives either to sell the investments or where allowed transfer them to a new holder.

7.6 If we or you close your Corporate Cash ISA and/or Corporate Stocks and Shares ISA after the 30 day cancellation period (referred to in section 2 of Part A), including in the circumstances set out in section 1.10 of Part A, your Corporate Cash ISA and/or Corporate Stocks and Shares ISA and any subscriptions you have made to it will be deemed to have existed for the purpose of calculating whether you have exceeded the ISA maximum subscription limits, and you will not be entitled to subscribe to the same type of ISA that has been closed in the same tax year.

Annex 1 Glossary

access platform means the web based platform which **you** login to for **online access**. This platform may be the **wrap platform** or another platform which is linked to your **employer**.

business day means 9am to 5pm Monday to Friday, except public holidays in the **UK** and Christmas Eve. It would also not be a **business day** in the exceptional circumstances where the **London Stock Exchange** or the major clearing banks in the City of London and Edinburgh are not open for business on a non-scheduled basis.

cash ISA means an **ISA** which can only be invested in cash (or a limited range of other **investments** that cannot be held in a **stocks and shares ISA**). Please note that cash held in a **Corporate Stocks and Shares ISA cash account** is not treated as being held in a **cash ISA**.

charges means charges, including all **platform charges**, and cash management administration charges and product charges (together with VAT where relevant) levied by **us** in respect of the **services** on the **wrap platform** or in respect of **wrap products** or for fees due for:

- a) servicing your wrap product portfolio; or
- b) wrap account; or
- c) for the provision of **dealing services**.

Please note that details of our charges are set out in our **charging schedule**.

charges information document means the document containing the breakdown of cost and charges at a transactional level for the investments in a **Corporate Stocks and Shares ISA** and **Wrap Personal Portfolio**.

charging schedule means the schedule of charges and discounts applicable to your **wrap products** which is contained in the **wrap services client terms and conditions**. The **charging schedule** is also available by contacting **us**.

cleared cash means monies that have been credited to your **cash account(s)** and are available for **you** to spend. According to the method that **you** use to transfer money to your cash account(s), it will take more or less time for the sums transferred to be available for **you** to spend.

contract note means the document that **we** will post directly to **you** following the purchase or sale of an **investment**. **You** may also be able to view **contract notes** on the part of the **access platform** which displays information related to your **wrap account** and is accessible only to **you**. This document will include (but not be limited to) the following information:

- a) the day on which the transaction was executed,
- b) whether the transaction was a purchase or a sale,
- c) a description of the **investment** that **you** bought or sold,
- d) the price paid for each investment,
- e) the currency in which the price is expressed, and
- f) the quantity of the **investment** that **you** bought or sold.

Corporate Cash ISA means the cash ISA developed by the Standard Life Aberdeen group for holding within a wrap product portfolio.

Corporate Stocks and Shares ISA means the **stocks and shares ISA** developed by the **Standard Life Aberdeen group** for holding within a **wrap product portfolio**.

Corporate Stocks and Shares ISA cash account is the cash held in your Corporate Stocks and Shares ISA.

data protection law means any law that applies from time to time to the processing of personal information or special category data by **us** under **these terms**.

dealing charges means any and all the charges that will be levied by **us** or by third parties when **you** purchase or sell an **investment** via the **dealing services**. They are detailed in section 10 and include (but are not limited to):

- a) **mutual fund's** initial charge (described in section 10.2);
- b) initial and exit investment costs (described in section 10.4); and
- d) transaction charges (described in section 10.6).

dealing cut-off point means the time on any **business day** by which a **manager** must have received all your **dealing instructions** relating to their **mutual funds**. **You** can find out what the **dealing cut-off point** applicable to a **mutual fund** is by requesting the relevant **investment documentation** by contacting **us**.

dealing instructions means the **instructions** given to **us** by **you** to buy, sell or switch **investments** by using the **dealing services** and/or the instructions given to the **execution-only stockbroker**.

dealing services mean the dealing services available by contacting us detailed in section 4 and section 5 of Part A of these terms.

employer means any person/firm for whom **you** perform or performed any service, of whatever nature, as an employee at the time of your **online application** for a **Corporate ISA** and/or **Wrap Personal Portfolio**. For the purposes of **these terms**, a partnership is treated as the **employer** of each partner.

execution-only stockbroker means the stockbroker appointed by **us** to execute **dealing instructions** to purchase shares.

FCA means the Financial Conduct Authority or any successor regulator which regulates our investment business. The **FCA** can be contacted at 25 The North Colonnade, Canary Wharf, London E14 5HS. From 1 July 2018, the **FCA** can be contacted at 12 Endeavour Square, London, E20 1JN.

FCA rules means the Handbook of Rules and Guidance of the **FCA** or any successor regulator to the **FCA**, as amended from time to time.

force majeure event literally means 'superior event'. It is an event that couldn't be predicted or if predicted its consequences are too drastic to plan for in a contract. In **these terms** it means any:

- a) act of God, fire, earthquake, storm or flood;
- b) explosion, nuclear accident or collision;
- c) sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not) or terrorism;
- d) requirement or restriction of or failure to act by any government, semi-governmental or judicial entity, other than a regulatory change;
- e) unavoidable accident;
- f) loss of supply of essential services including but not limited to electrical power, telecommunications, air conditioning and essential third party services;
- g) any 'denial of service' or other targeted network attack; and
- h) any other cause beyond our reasonable control,

as a consequence of which we can no longer administer your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or your Wrap Personal Portfolio for a given period.

FSMA means the Financial Services and Markets Act 2000 as amended from time to time and all regulations and orders under it.

innovative finance ISA means an **ISA** which is offered by peer to peer lending platforms. More information may be available on the HM Revenue & Customs website (**www.hmrc.gov.uk**). Please note that the **innovative finance ISA** is not currently available for holding within a **wrap product portfolio**.

investment trust means a listed company the business of which is investing in other companies.

investments means the investments that can be bought or sold on your behalf through our dealing services. These may include:

- a) units in collective investment schemes such as mutual funds:
- b) **UK** equities; and
- c) any other investments that **we** might make available from time to time.

In each case, for the **Corporate Cash ISA** and **Corporate Stocks and Shares ISA**, the above **investments** are subject to the **ISA regulations** and listed in sections 1.3 and 1.4 of Part B of **these terms**.

investment documentation is the collective term for the disclosure documents (including prospectuses, key information documents, key investor information documents and factsheets) which are produced for each of the **investments**. **You** can obtain copies of the relevant documents from **us**.

ISA means an Individual Savings Account. On the **wrap platform**, an **ISA** can be invested in cash (a **cash ISA** as defined above) and/ or in stocks and shares (a **stocks and shares ISA** as defined below). When the term "**ISA**" is used in these **terms** without specific reference to either a **cash ISA** or a **stocks and shares ISA**, **we** mean either both types of **ISA** together or, depending on the context and your personal investment choice to have either or both types of **ISA**, either a **cash ISA** and/or a **stocks and shares ISA**.

ISA manager means an organisation approved to manage an ISA under the ISA regulations.

ISA maximum subscription limits means the maximum amount set by the Government which **you** may subscribe to an **ISA** in any **tax year**. The limits are normally available on the HM Revenue & Customs website (www.hmrc.gov.uk).

ISA regulations means the Individual Savings Account Regulations 1998 as amended from time to time.

lifetime ISA means an **ISA** whereby the UK Government may pay a bonus based on the subscriptions made by the investor. In certain circumstances, the UK Government may apply a charge for a withdrawal from a **lifetime ISA**. More information may be available on the HM Revenue & Customs website (www.hmrc.gov.uk). Please note that the **lifetime ISA** is not currently available for holding within a **wrap product portfolio**.

London Stock Exchange means the London Stock Exchange plc.

listed securities means any of the securities which **we** make available on the **wrap platform** which are bought and sold using our execution-only stockbroker including stocks, shares and debt securities or other **investments** listed on a **recognised stock exchange**.

manager means the investment manager of a mutual fund.

mutual fund means a fund operated by an investment **manager** which raises money from investors and invests in a group of assets, in accordance with a stated set of objectives. Examples of **mutual funds** include unit trusts and **OEICS**.

nominated account means a **UK** bank or building society account, which **you** have nominated in your application to open a **wrap account** (or which **you** have informed **us** of by subsequent written notice, in accordance with the provisions of section 14) as being the account into which **we** should make payments from your **wrap cash account** to **you.**

nominee company means the nominee company that the **Standard Life Aberdeen group** (or any sub-custodian from time to time appointed by the **Standard Life Aberdeen group**) appoints, to act on its behalf in the provision of custodial services.

OEIC means an open ended investment company.

off-platform assets means all investments in your wrap account which are held and/or managed off the wrap platform.

online access refers to view-only access to your wrap account via the access platform. View-only access is the ability to log on to the access platform via the internet or, if applicable, your employer's intranet and view the details of your wrap account. You can also access the document library which holds electronic copies of all statements and contract notes and selected other correspondence which has been produced for your wrap products or investments.

online application means the web-based application process which will be made available to **you** by your **employer** or through the **access platform** (as applicable). **We** can provide **you** with more information about the **online application**.

platform charge means the charge levied by **us** based on the value **of platform eligible assets** in your **wrap account** for the **services we** provide to **you** on the **wrap platform** and some administration of the **wrap products**. Please see Part 1B of the **charging schedule** for details.

platform eligible assets means (as relevant to **you**) cash in your **wrap cash account**, cash in your **Corporate Cash ISA** and the cash accounts for each **wrap product you** hold and all **investments** in your **wrap account** which are held and/or managed on the **wrap platform**, excluding **off-platform assets** and legacy assets.

product key features document means the document which sets out the high level aims and features of your Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio. This will have been provided to you when you applied for a Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio.

recognised stock exchange means the **London Stock Exchange**, and any recognised overseas stock exchange. A list of the current overseas **recognised stock exchanges** is normally available on the HM Revenue & Customs website (on the date of first publication of **these terms**, the relevant website address is www.hmrc.gov.uk/fid/rse.htm).

services means the services available to **you** in connection with your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio**. These **services** may include, but not be limited to, the following:

- a) the functionality to open a Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio;
- b) the functionality to make **investments** in your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio** by using the **dealing services**;
- c) **online access**;
- d) telephone support in connection with your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio**; and
- e) access to information and literature relating to your **Corporate Cash ISA**, **Corporate Stocks and Shares ISA** and/or **Wrap Personal Portfolio**.

settlement date means the date on which either **you** must pay for an **investment you** have purchased or **you** will receive payment for an **investment** that **you** have sold.

Standard Life Aberdeen group means Standard Life Aberdeen plc and each of its subsidiaries, subsidiary under takings and associated companies (whether direct or indirect) from time to time.

Standard Life Savings means Standard Life Savings Limited, 1 George Street, Edinburgh, EH2 2LL. **Standard Life Savings** is a wholly owned subsidiary of Standard Life Aberdeen plc.

stocks and shares ISA means an ISA which is invested in stocks and shares, including cash held in the Corporate Stocks and Shares ISA cash account.

tax wrapper means a product having a specific tax regime, such as an ISA, in which underlying investments are held.

tax year means a year which runs from 6 April in one year to 5 April of the next.

these terms means this terms and conditions document as amended or replaced from time to time.

transactions means transactions effected as a result of dealing instructions.

UK means the United Kingdom of Great Britain and Northern Ireland excluding the Isle of Man or Channel Islands.

UK resident means a person who:

- (i) is resident in the **UK**; or
- (ii) performs duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom; or
- (iii) is married to, or in a civil partnership with, a person who performs such duties.

units are fractions of each mutual fund which are available to investors to buy and sell. Mutual funds are divided into units specifically for this purpose. The legal structure of some mutual funds means that the term 'share' is more legally accurate than 'unit'. However, for clarity we have used the term unit throughout this document.

unit price means the price for each unit in a mutual fund.

we and us, means Standard Life Savings. Please see section 18 for our contact details

wrap account means the account which **Standard Life Savings** will open in your name and in which your wrap products will be held. Your wrap account is identified by an individual wrap account reference number.

wrap cash account means the cash account which we will operate as the main cash account within your wrap account. The cash in this account can be used to receive income and/or interest from your existing wrap products.

Wrap Personal Portfolio means the collective term for a range of **investments** not held in a **tax wrapper**, which **you** are able to hold, buy and sell within your **wrap product portfolio**.

Wrap Personal Portfolio cash account means the cash account which **we** will operate as your cash account within your **Wrap Personal Portfolio. You** can lodge and hold cash in this account before allocating it to specific **investments**.

wrap platform means the online dealing and registration system provided by Standard Life Savings.

wrap product means each of the wrap ISA, the Corporate Cash ISA, Corporate Stocks and Shares ISA and/or Wrap Personal Portfolio

wrap product portfolio means the portfolio of wrap products which you hold within your wrap account.

wrap services client terms and conditions means the terms and conditions document issued to you when you opened your wrap account.

you means the person who is applying for, or has successfully applied for, a wrap ISA and/or a Wrap Personal Portfolio with us. 'Your' should be interpreted accordingly.

Pensions Savings Investments Insurance

Find out more

Talk to your financial adviser for advice on how to plan your financial future.

Call us on 0345 606 0106

(Mon-Fri, 9am to 5.30pm). Calls may be monitored and/or recorded to protect both you and us and help with training. Call charges will vary.

A copy of these terms in braille, large print or audio format can be arranged by calling the number above.

www.standardlife.co.uk

Products provided by subsidiaries of Standard Life Aberdeen plc or other specified providers.

Standard Life Savings Limited, provider of the Wrap Platform, Wrap Personal Portfolio, Corporate Cash ISA and Corporate Stocks and Shares ISA, is registered in Scotland (SC180203) at 1 George Street, Edinburgh EH2 2LL. Standard Life Savings Limited is authorised and regulated by the Financial Conduct Authority. www.standardlife.co.uk

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