POLICY DOCUMENT FOR THE NFU MUTUAL FLEXIBOND



The person named in the **schedule** as the **policyholder** has become a member of The National Farmers Union Mutual Insurance Society Limited "NFU Mutual" (see the memorandum and articles of association of NFU Mutual for details of what this means) and has proposed to NFU Mutual for insurance cover.

This policy document and the **schedule** with it ("the **policy**") set out the terms of the contract between NFU Mutual and the **policyholder** named in the **schedule**. Any alteration to the **policy** ("**endorsement**") will also form part of the **policy**.

In return for payments made by the **policyholder** to NFU Mutual, **we** will pay the benefits of the **policy** to the **policyholder** or any other person who is entitled to receive them under the terms and conditions of the **policy**.

Signed on behalf of NFU Mutual on the **start date** stated in the **schedule**

Charlotte Thomas Head of Operations (Life Services)

We are here to help

Contact us to have this document sent in large print, braille or audio tape or for whatever reason you're finding it difficult to understand this document. We'll do our best to help.

POLICY TERMS AND CONDITIONS

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1. DEFINITIONS

The definitions below give the meanings of words **we** use throughout **policy** terms and conditions 1 to 15 and in the **schedule**, where they will appear in **bold** text. They do not apply to **policy** condition 16, which has specific defined terms contained within it.

Throughout the **policy** words that **we** use in the singular will also include words in the plural, and words of the masculine gender will also include those of the feminine, unless the context requires otherwise.

A reference to an Act of Parliament, or other regulation, includes any amendments or replacements after the date this **policy** is issued.

"assignment" means the legal transfer of ownership of the **policy** by the **policyholder** (the assignor) to another person or company (the assignee) – as evidenced by a notice of assignment.

"collective investment scheme" means an arrangement that allows investors to pool their money rather than buying stocks and shares directly such as, for example, an Open-Ended Investment Company (OEIC) or a unit trust.

"due date" (if applicable) means the day in each month or year, as stated in your schedule when regular payments should be paid. If you begin investing regular payments after the start date of your policy, we will advise you of the due date in the confirmation we send to you under condition 4.2.4.

"endorsement" means a signed document we may issue to confirm an alteration or amendment to the policy. It forms part of the policy.

"fund" or "funds" means one or more of the investmentlinked funds mentioned in condition 8 or the With-Profits Fund mentioned in condition 9, where your lump sum or regular payments can be invested.

"fund switch" means moving (some or all of) your investment from one fund to another, by selling units in one fund and buying units in another fund.

"fund value" is calculated as the number of units in a fund multiplied by the unit price. For the With-Profits Fund this does not include any terminal bonus.

"life assured" means any person named in the schedule whose life is covered by the policy.

"lump sum payments" means a single payment you make for investment into the policy.

"market value reduction (MVR)" means a reduction we may make when you take money out of the With-Profits Fund, or switch your investment into one of the investment linked funds. The aim of the MVR is to ensure that policyholders who remain invested during poor market conditions do not lose out because other policyholders take their money out of the fund.

"policy" means the policy document and the schedule with it.

"policyholder" means the person named in the schedule, or an assignee, who is the legal owner of the policy.

"policy value" means the total of all the fund values. If you have invested in the With-Profits Fund, this includes any terminal bonus that applies.

"policy year" means the 12 month period from the start date, and each following year.

"registered office" means the registered office of The National Farmers Union Mutual Insurance Society Limited, which is at Tiddington Road, Stratford upon Avon, Warwickshire, CV37 7BJ.

"regular bonus" means a bonus we may add to investments in the With-Profits Fund. We will add any regular bonuses in increments when we calculate the daily unit prices. We announce the level of regular bonus at least once each year; it can go up and down and there is no guarantee that we will add a regular bonus each year.

"regular payments" means a series of payments you make – either monthly or yearly; on the due dates, which are invested into the policy.

"regular withdrawals" means an arrangement where you regularly withdraw pre-agreed amounts from your policy during a policy year at pre-agreed intervals.

"schedule" means a schedule issued as part of this policy, including any amendments made to it by endorsement and/or by the issue of replacement schedules.

"shadow fund units" means the notional units that represent your share of the With-Profits Fund. The value of these units goes up and down with the value of the underlying investments in the fund.

"smoothing policy" means a method we use to smooth policy values when the investment value of the With-Profits Fund fluctuates. Information about our smoothing policy is included in our 'Principles and Practices of Financial Management' document, which you can request from our registered office, or from our website nfumutual.co.uk

"start date" means the date when the policy starts, as shown on the schedule.

"terminal bonus" means an additional bonus we may pay when you sell units from the With-Profits Fund, or when we pay the death benefit. It represents your share of any profits that have not already been paid out as regular bonus.

"unit" means one of the equal parts into which each fund (or series within a fund) is notionally divided as described in conditions 7 and 9.

"unit price" means the price for each unit in a fund which we use for both buying and selling units in the fund.

Each **fund** (or series within a **fund**) has a **unit price** which **we** calculate for each **working day** on the next **working day**.

For the investment-linked **funds we** calculate the **unit price** for any **fund** using the value of investments held by the **fund** at close of business that day, as explained in condition 8.3. The calculation is made the next **working day**.

For the With-Profits Fund the **unit price we** calculate each **working day** at close of business is dependent on any **regular bonuses** decided by **our** Board of Directors and the annual charge under condition 6.

The **unit price** that applies for any **working day** will be calculated by close of business on the next **working day**. It will be available to use for transactions on the **working day** after the date of calculation.

"we", "**us"** or "**our"** means The National Farmers Union Mutual Insurance Society Limited ("NFU Mutual").

"With-Profits units" means the units we create when a payment is invested in the With-Profits Fund. The value of these units, before the deduction of the annual charge under condition 6, may increase, by the addition of regular bonuses.

"working day" means a day when the London Stock Exchange is open for business. If a transaction would fall on a day which is not a working day it will be held over until the next working day.

"you" or "your" means the policyholder, or the policyholder's legal personal representative or any person we are satisfied is authorised to act on the policyholder's behalf.

2. IF THE POLICY COVERS TWO LIVES

Any reference to the singular person (except in relation to any reference to the payment of the death benefit) will apply to both of them.

3. OCCUPATION, TRAVEL OR RESIDENCE

This **policy** is not restricted by the occupation, travel or residence of the **life assured**, unless the **schedule** states otherwise.

4. YOUR PAYMENTS INTO THE POLICY

4.1 You can make regular payments and/or lump sum payments to the policy.

4.2 Regular payments

- 4.2.1 If you invest regular payments you must pay them by direct debit, or such other method of payment we agree to.
- 4.2.2 You can choose to invest regular payments from the start date of the policy, or from a later date. After the start date you may request a change to the amount of any regular payments, and such change will take effect on the next due date.
- 4.2.3 To do this:
 - (a) you must give us 30 days' notice before a regular payment, or a change to a regular payment amount, will start. Your notice must be in writing to our registered office, unless we have notified an alternative method of communication to you,
 - (b) your regular payments must not be less than the minimum amount we require at the time. We may change the minimum amount from that which we notified before the start date, for any of the reasons set out in condition 13. You can request details of the up to date amounts from our registered office at any time.
- 4.2.4 Your application to invest regular payments, or to change their amount, will only start once we have confirmed this to you in writing, or by any alternative method of communication we have notified to you.
- 4.2.5 **We** will request **regular payments** from **your** bank account, of the agreed amount and at the agreed intervals, until **you** inform **us** of a change, or until the **policy** ends.

4.2.6 **Regular payments** not made in accordance with this condition 4.2 will be treated as **lump sum payments** and subject to condition 4.3.

4.3 Lump sum payments

- 4.3.1 If **you** invest **lump sum payments you** must pay them by cheque, direct credit or such other method of payment that **we** agree to.
- 4.3.2 You may invest lump sum payments at, or at any time after, the start date.
- 4.3.3 To do this:
 - (a) you must apply in writing to our registered office, unless we have notified an alternative method of communication to you,
 - (b) your lump sum payment must not be less than the minimum amount we require at the time. We may change the minimum amount from that which we notified before the start date, for any of the reasons set out in condition 13. You can request details of the up to date amounts from our registered office at any time.
- 4.3.4 **Your** application to invest a **lump sum payment** will only start once **we** have confirmed this to **you** in writing, or by any alternative method of communication **we** have notified to **you**.

4.4 Terminating payments

- 4.4.1 **We** may stop accepting further **regular payments** or **lump sum payments** to the
 Flexibond from all **policyholders** for any of the
 reasons set out in condition 13.
- 4.4.2 We will give you 60 days' advance notice if we intend to stop accepting payments. This notice will be in writing, or by any alternative method of communication we choose to use at the time.
- 4.4.3 If **we** stop accepting payments the **policy** will continue, subject to all of the other conditions.

5. HOW WE INVEST YOUR PAYMENTS

- 5.1 **We** will offer **you** a choice of one or more **funds** in which to invest **your** payments. **We** will invest the whole of **your regular payments** and/or **lump sum payments**, less the charges in conditions 6.2 and 6.3, in the **funds you** choose.
- 5.2 We divide each fund into units. Every payment you make will buy a number of units in the funds you choose.

6. THE CHARGES WE TAKE

6.1 The annual charge we take from each fund

- 6.1.1 Each time **we** work out the value of a **fund we** will take a charge from that **fund**. This will reduce the value of the **units** in that **fund**. Each **fund** has its own annual charge.
- 6.1.2 For a typical **fund**, the annual charge is 1%, except for the With-Profits Fund on policies that started on or after 22 May 2017, which has a charge of 1.1%. This charge is higher to contribute towards the cost of guarantees associated with the **fund**.

- 6.1.3 There may be additional charges depending on the **fund(s) you** choose. Please see **our** 'Your Guide to Our Funds' document for more information.
- 6.1.4 We take a fraction of the annual charge from the fund at each valuation. The fraction we take is 1/365 of the annual charge multiplied by the number of days since the last valuation.
- 6.1.5 If one **fund** invests in the **units** of another of **our funds**, **we** will not double charge.
- 6.1.6 We may change the annual charge for any fund if the cost of managing that fund or your policy generally, changes. We may do this for any of the reasons set out in condition 13.
- 6.1.7 If we create a different series of units in any fund (see condition 8.4.2) we may set a different annual charge for those units.
- 6.1.8 The maximum annual charge **we** can take is 1.5% a year.
- 6.1.9 We will give you 30 days' advance notice if we change the annual charge. This notice will be in writing, or by any alternative method of communication we choose to use at the time.
- 6.1.10 You can request details of the up to date annual charge for the funds from our registered office at any time. We will also publish details on our website, nfumutual.co.uk.

6.2 The advice charge

- 6.2.1 If you have chosen to have some or all of the fee for advice taken from payments to your Flexibond, your schedule will show the amount of this charge and the period over which it is payable.
- 6.2.2 If you increase your regular payments or make a lump sum payment in the future, the amount of the charge will be shown in the documentation we send you at the time.
- 6.2.3 The charge will be deducted from **your** payment before any initial charge is taken (see condition 6.3) and before the money is invested into **your** Flexibond.

6.3 The initial charge we take from your payments

- 6.3.1 **We** may take an initial charge from each payment **you** make. This charge will be taken after the deduction of any advice charge that applies (see condition 6.2). **Your schedule** will show the amount of any initial charge which applies.
- 6.3.2 If **you** increase **your regular payments** or make a **lump sum payment** in the future, the amount of the initial charge will be shown in the documentation **we** send **you** at the time.
- 6.3.3 We may change the initial charge if the cost of managing your policy changes. We may do this for any of the reasons set out in condition 13. Any change we make would apply to regular payments you are making at the time, and future lump sum payments.
- 6.3.4 The maximum initial charge **we** can deduct from each **lump sum** or **regular payment** (after any advice charge) is 5%.

6.3.5 We will give you 30 days' advance notice if we change the initial charge. This notice will be in writing, or by any alternative method of communication we choose to use at the time.

7. HOW WE CREATE UNITS IN THE FUNDS

7.1 Which funds we create units in

For that part of each payment that is invested **we** will create **units** in the **funds you** choose. **We** will use **your** latest valid instructions telling **us** which **funds** to invest **your** payments in.

7.2 How we calculate the number of units to create

- 7.2.1 When you make a lump sum payment we calculate the number of units by dividing your lump sum payment, after deducting the charges in conditions 6.2 and 6.3, by the unit price that applies on the date we receive your cheque, or the date of your cheque, if that is later. If we agree to accept lump sum payments by any other means, the unit price will be that which applies on the date we receive the payment.
- 7.2.2 If you make regular payments we calculate the number of units by dividing each regular payment, after deducting the charges in 6.2 and 6.3, by the unit price that applies on the date we receive your payment.
- 7.2.3 When calculating the number of units, we round fractions of units to the nearest five decimal places.

7.3 How you can change where your future payments are invested

- 7.3.1 You can ask us to change the funds in which your future payments are invested. You must give us 30 days' notice before your new instruction is due to start. Your notice must be in writing to our registered office, or by any alternative method of communication we have notified to you.
- 7.3.2 You can ask us to invest future payments in a different fund, or split them between different funds, subject to the minimum amount we have notified to you. We may change the minimum amount from that which we notified before the start date, for any of the reasons set out in condition 13. You can request details of the up to date amounts from our registered office at any time.
- 7.3.3 **You** can choose from the **funds we** are offering for investment at the time **we** receive **your** payment.
- 7.4 How you can switch investments you have already made from one fund to another
- 7.4.1 You can ask us to make a fund switch. Your request must be in writing to our registered office, or by any alternative method of communication we have notified to you.
- 7.4.2 We will sell some or all of the units in any fund you wish to switch from, and buy units in any fund you wish to switch into. When we sell or buy units in any particular fund, we will use the unit prices that apply on the working day we receive your instructions.

- 7.4.3 We may apply a market value reduction if you switch out of the With-Profits Fund (see condition 9.2).
- 7.4.4 We can delay a fund switch for up to 3 months if we consider that, as a result of investment conditions at the time, selling assets from that fund would not be in the interest of those who invest in the fund.
- 7.4.5 We can delay a fund switch for up to 12 months if it is from a fund that has investments in freehold or leasehold property. This might happen if we need to sell some or all of the property in the fund to provide money for the switch into the new fund.
- 7.4.6 If we delay a fund switch, we will use the unit prices that apply at the time the fund switch actually takes place, instead of those that applied on the day we received your instructions.
- 7.4.7 You can make up to 12 fund switches in each policy year without charge. Each subsequent fund switch within the policy year may be charged at £20. We will review this every three years after which the charge may rise. Any increase to the charge will not be above the change in the Consumer Price Index inflation measure since the last change.

8. THE INVESTMENT-LINKED FUNDS

8.1 The choice of funds

- 8.1.1 **We** will offer **you** a choice of one or more investment-linked **funds** where **you** can choose to invest **your** payments.
- 8.1.2 We may change the nature of a fund, or the number of funds we offer for you to invest in. We may:
 - (a) introduce a new **fund**,
 - (b) close an existing **fund** to new payments, or to new investors,
 - (c) close an existing **fund** for payments already

We will only close a **fund** if we consider that it is in the interest of those who invest in that **fund**, either because the **fund** is too small (less than \pounds 5m) or because investment conditions or changes in the law or regulation may adversely affect the intended performance or operation of the **fund** or **our** ability to recover the costs of administering the **fund**.

8.1.3 **We** will publish up to date information about the range of **funds we** offer on **our** website nfumutual.co.uk. **Unit prices** for the With-Profits Fund are not available on the website. **You** can request details of these from **our registered office**.

8.2 Closing a fund

- 8.2.1 **We** have the right to close any **fund**. If this happens:
 - (a) **you** cannot buy any further **units** in that **fund**, and

- (b) we can make a fund switch of your units in that fund. We will cancel your units in the closed fund, and create units in one or more of the remaining funds.
- 8.2.2 If you are affected by a fund closure, we will give you 60 days' advance notice. This notice will be in writing, or by any alternative method of communication we have notified to you. We will require you to tell us within 30 days, and by any method we specify at the time:
 - (a) which **funds you** want **us** to invest any future payments in. For this purpose **we** will buy **units** in the new **funds** as described in condition 7.3, and/or
 - (b) which funds to switch your existing investment into, and the proportions you want us to use if you want it splitting between more than one fund. For this purpose the terms described in condition 7.4 will apply for selling and buying units.

We will not make a charge or apply a market value reduction (as described in condition 9.2) for making a fund switch as a result of a fund closure.

8.2.3 If we have not received your instructions at the date of closing the fund, we will switch your investment to the Deposit Fund (or any similar fund which may have replaced it). This will also apply to any further units we buy for you when we receive any future payments from you.

8.3 How we value the funds

- 8.3.1 **We** value each **fund** on every **working day**. **We** use the value of a **fund's** assets at close of business (9.00pm) that day to calculate the **unit price**.
- 8.3.2 When valuing a **fund we** take into account all the assets within the **fund**. **We** will make reasonable reserves for any tax that may become due on those assets, any uninvested cash held in the **fund** and any amounts **we** have borrowed for the **fund**. **We** also have to allow for any fees, levies or other charges **we** may have to pay for buying or selling assets in the **fund**.
- 8.3.3 **We** will value the assets of each **fund** using the current market prices at which those assets can be bought or sold:
 - (a) **we** will use the latest quoted Stock Market prices to value any stocks and shares held by a fund
 - (b) we will appoint independent valuers to value from time to time any freehold or leasehold properties held by a fund. We may adjust these values, in consultation with the valuer, to take into account any changes in property values since the last such valuation.
 - (c) we will use the latest published price to value the shares or units of any other collective investment scheme held by the fund.
 - (d) we will use a reasonable basis, that we decide, to value any other assets held by a fund.
 - (e) we will use our judgement to value assets held by the fund if there is no published value or we consider the published value is not appropriate.

8.4 Creating and cancelling units in the funds

- 8.4.1 **We** own the assets of all the **funds**. **We** split each **fund** into **units**. **We** may create, cancel, combine or subdivide **units** in the **funds**. These are notional transactions, solely for the purposes of calculating the value of the **policy** and any benefits that are payable under it.
- 8.4.2 Within any **fund we** may decide to create different series of **units**, and **we** may use different **unit prices** for each different series. The **unit price** for any particular series of **units** within a **fund** will be the same for all the **units** we create of that series. If **you** wish to invest in a **fund** that has more than one series of **units**, we will tell **you** which series of **units you** may invest in.
- 8.4.3 **We** will only create new **units** in a **fund** when assets of an equivalent value are added to that **fund**.
- 8.4.4 Assets will not be taken from a fund unless we cancel units of an equivalent value from that fund.
- 8.4.5 Investment income from the assets of each **fund** will be added to that **fund**. **We** have the right to deduct amounts from the investment income, to cover any of the following expenses incurred by the **fund**:
 - (a) costs of managing, maintaining and valuing freehold and leasehold property,
 - (b) interest payable on any borrowing we make for the fund,
 - (c) charges under condition 6.1,
 - (d) taxes, duties or other levies chargeable to the **fund**
- 8.4.6 We have the power to borrow money in connection with any fund and use the fund's assets as security.

9. THE WITH-PROFITS FUND

9.1 When you invest a payment in the With-Profits Fund, you buy units in the policy as described in condition 7. You buy two types of units, With-Profits units and shadow fund units.

9.2 Market value reduction

- 9.2.1 When **you** sell or switch all or part of **your With- Profits units**, **we** can reduce the value of those **units** by applying a **market value reduction**.
- 9.2.2 We do not use a market value reduction unless the value of your shadow fund units is less than 90% of the value of your corresponding With-Profits units.
- 9.2.3 If the value of your shadow fund units is 85% or less of the value of your corresponding With-Profits units, we will pay you the value of the shadow fund units.
- 9.2.4 If the value of **your shadow fund units** is between 85% and 90% of the value of **your** corresponding **With-Profits units, we** will pay **you** an amount

- between the value of the **shadow fund units** and the value of the **With-Profits units**.
- 9.2.5 **We** have the right to change the trigger points of 85% and 90%. **We** may do this for any of the following reasons:
 - (a) if there is a change in the financial position of the **fund**.
 - (b) if the number of policyholders selling **units** changes significantly.
 - (c) if there is a change in our smoothing policy.
 - (d) if there is a change in the regulation of the **policy** or the With-Profits Fund.

Any alteration will reasonably reflect the change that has occurred.

- 9.2.6 If we change the market value reduction trigger points we will notify you as soon as reasonably possible after we make the change. This notice will be in writing, or by any alternative method of communication we choose to use at the time.
- 9.2.7 The **market value reduction** will only apply to the number of **units** being sold or switched.
- 9.2.8 **We** will not apply the **market value reduction**:
 - (a) when **we** pay the death benefit under condition 10,
 - (b) to any **regular withdrawals you** make during a **policy year** where the total is no greater than 10% of the amount of **your** total payments into the **policy**, or
 - (c) to deductions made to pay for charges.
- 9.3 For commercial or practical reasons **we** may change the investment strategy of the With-Profits Fund. **We** may only do so if **we** consider that it is in the interest of **our** With-Profits policyholders generally, because investment conditions or changes in the law or regulation may adversely affect the intended performance or operation of the **fund**. This will not affect the value of the **With-Profits units you** have already bought.

10. WHAT WE PAY ON DEATH AND WHO WE PAY IT TO

- 10.1 The death benefit is the value of all units held in the policy at the date of death, and any terminal bonus we may add for any units held in the With-Profits Fund, plus an extra 1%. To work out the value, we use the unit price that applies on the date of death.
- 10.2 If there is one life assured, we will pay the death benefit when that person dies. If there are two lives assured, we will pay the death benefit when the second of them dies.
- 10.3 **We** will only pay the death benefit when **we** have received satisfactory proof of the death, and appropriate documentation confirming that the person claiming the death benefit is legally entitled to it.

10.4 We will pay the death benefit to the person who is legally entitled to it. The policy will end when we pay the death benefit and we will have no further liability under it.

11. HOW YOU CAN CASH IN ALL OR PART OF THE POLICY

- 11.1 You can ask us to sell some or all of your units in the policy, in return for a lump sum. Your request must be in writing to our registered office, unless we choose to accept an alternative method of communication at the time.
- 11.2 **We** will sell **units** in **your policy** using the **unit prices** that apply for the date **we** receive **your** instructions.
- 11.3 If you are cashing in part of your policy, we will divide the amount you have requested by the unit prices that apply for the date we receive your instructions.
- 11.4 **We** can, however, delay selling **units** in any **fund** for 3 months, or in a **fund** investing in freehold or leasehold property for 12 months. This will only be for the same reasons as are set out in conditions 7.4.4 and 7.4.5. If **we** delay selling **units**, **we** will use the **unit price** that applies at the time **we** actually sell the **units**, instead of those that applied on the day **we** received **your** written instructions.
- 11.5 If **you** have **units** in more than one **fund, we** will sell **units** in each of those **funds** in proportion to the amounts held in them.
- 11.6 **We** may also pay a **terminal bonus** for any **units** held in the With-Profits Fund.
- 11.7 The total value of **units you** are selling must be at least £100. The value of any remaining **units** must be at least £5,000. **We** may change these minimum amounts for any of the reasons set out in condition 13. **You** can request details of the up to date amounts from **our registered office** at any time.
- 11.8 The **policy** will end if **you** sell all of the **units**. **We** will have no further liability to **you** under it.

12. HOW YOU CAN TAKE REGULAR WITHDRAWALS FROM THE POLICY

- 12.1 You can ask us to set up automatic regular withdrawals from the policy. Your request to start making regular withdrawals, or to change any regular withdrawals already set up, must be in writing to our registered office or any alternative method of communication we have notified to you.
- 12.2 You must tell us how much to pay you, when you want the payments to start and how often you want us to pay it. We will sell units in your policy to pay you the agreed amounts at the agreed intervals.
- 12.3 We will calculate the number of units we need to sell to pay each of your regular withdrawals. We will divide your regular withdrawal amount by the unit prices that apply on the day the withdrawal is due.

- 12.4 If **you** have **units** in more than one **fund**, **we** will sell **units** in each of those **funds** in proportion to the amounts held in them.
- 12.5 **We** may also pay a **terminal bonus** for any **units** held in the With-Profits Fund.
- 12.6 The amount of **your regular withdrawals** must be at least £100.
- 12.7 When we process a regular withdrawal, if the value of any units that would remain after the regular withdrawal is less than £5,000, we will sell those remaining units and pay you the value along with your regular withdrawal. The policy will end and we will have no further liability to you under it.
- 12.8 **We** may change the minimum amounts that apply to **regular withdrawals** for any of the reasons set out in condition 13. **You** can request details of the up to date amounts from **our registered office** at any time.

13. FUTURE ALTERATIONS WE MAY MAKE TO THE POLICY TERMS AND CONDITIONS

Any alteration to the **policy** under this condition will only be made if there is a change in:

- (a) the cost of administration of the **policy** or of fund management,
- (b) the tax treatment of the **policy** or the **funds** that, in **our** reasonable opinion, will result in the **policy** being:
 - uneconomic for us to maintain in accordance with the current conditions of the policy,
 - (2) unsuitable or inappropriate for the majority of policyholders to invest further money or retain their existing investment, or
 - (3) unsuitable or inappropriate for new policyholders to invest in.

14. HOW TO NOTIFY US IF YOU TRANSFER OWNERSHIP OF THE POLICY TO SOMEONE ELSE

You must send the notice of assignment to our registered office.

15. THE LAW GOVERNING THE POLICY AND CHANGES TO IT

- 15.1 The law of England will apply to this **policy** unless the **policyholder** has agreed otherwise with **us** before the **policy** is issued.
- 15.2 In addition to any changes under condition 13, if, during the lifetime of the policy, there is a change in the law or in regulation (or how they are interpreted) that directly or indirectly affects the policy or the funds, we may alter the policy conditions but any alteration will reasonably reflect such changes. This includes any change affecting the tax treatment of the policy or the funds.

- 15.3 If we amend or alter the policy conditions for this purpose, we will issue an endorsement. Any endorsement we issue will form part of the policy.
- 15.4 **We** may need to make deductions from the **policy**, or alter the benefits payable under it, to meet **our** regulatory or legal obligations under:
 - (a) the Financial Services Compensation Scheme.
 - (b) the Financial Services and Markets Act 2000
 - (c) any other legal or regulatory requirement affecting the **policy** directly or indirectly.

but any deduction will reasonably reflect such obligations.

16. CHARITABLE ASSIGNMENT CONDITION

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
 - (a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
 - (b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
 - (c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in (b) above on YOUR behalf;
 - (d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
 - (e) YOU cannot revoke the authority contained in(a) or (d) above, or the appointment contained in(c) above.
- 3 Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.

- 4 In this condition:
 - (a) the "CHARITY" is the NFU Mutual Charitable Trust Limited or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
 - (b) "BUSINESS TRANSFER" means a transfer of part or all of OUR business to any other person, firm or company;
 - (c) "DEMUTUALISATION" means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
 - (d) "MUTUAL ORGANISATION" means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
 - (e) "WE", "US" and "OUR" refer to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its BUSINESS:
 - (f) a "WINDFALL" means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
 - (g) "YOU" and "YOUR" refer to "OUR" member under the policy.

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The National Farmers Union Mutual Insurance Society Limited (No. 111982).
Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

To find out more about how we use your personal information and your rights, please go to the Privacy Policy on our website.

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