JM FINN

Summary of changes to our Terms and conditions

We have updated our Terms and Conditions (the "Terms"), which will come into effect on 10th September 2026. A copy of the updated Terms is available at www.jmfinn.com.

We have updated the Terms to reflect the current range of JM Finn products and services, including specialist services, changes to legal and regulatory requirements, and enhancements to the way we administer and support client accounts.

In addition, we have introduced new provisions relating to the management of accounts following death and incapacity, together with provisions relating to Deputies and attorneys, tax reporting obligations, account administration processes and our Privacy Notice.

Due to the number of changes made throughout the Terms, it is not practical to list them all here, so we have set out a summary below of the key changes to help you understand the updates.

If you have any questions or concerns, or would like to discuss what these changes mean for you, please contact your usual JM Finn contact.

Please note that these changes do not affect your existing legal rights

Page in old Terms	Page in new Terms	New clause reference	Topic	What we have changed
	Section 1 of the new Terms – General Terms			
4	4	2	**About these terms and conditions**	We have updated the structure of the Terms to reflect the current range of JM Finn products and services.
5	5	3	**Definitions**	We have updated the definitions to reflect the current service structure and terminology
	4. Key Legal and Regulatory Definitions			
7	7	4.5-4.6	**Our client**	We have clarified who JM Finn will treat as its client in different account structures, including corporate entities, trustees, Deputies and attorneys.
7	8	4.13	**Providing us with information**	We have expanded the information requirements to cover clients acting as Deputies or under a power of attorney.
8	9	4.21	**Investor Compensation**	We have updated the investor compensation wording to explain the newly updated FSCS protection limit that may be available for deposits held on your behalf if a bank holding client money is unable to meet its obligations.
	6. Account Ownership			
11	12	6.13	**Individual account holders who are acting as a trustee**	We have updated the trustee account wording to include circumstances where an account is opened for the Personal Injury Trust Service.
n/a	12	6.16-6.17	**Accounts opened by a Deputy or person acting as a power of attorney**	We have added new clauses to explain that JM Finn will generally treat the person represented by a Deputy or attorney as the client, while accepting instructions from the Deputy or attorney within their authority.
	7. Death of an Account Holder			
12	13	7.3-7.4	**Death of a sole account holder**	We have amended the Terms to explain a change to how JM Finn will manage accounts following the death of a sole account holder. JM Finn will continue to actively manage discretionary accounts under the existing mandate until receipt of the grant of representation, while advisory and execution services will continue to be limited to custody only.
13	15	7.9	**Death of a sole Trustee**	We have amended the Terms to clarify that, where a sole trustee dies, discretionary management will usually continue under the existing mandate pending appointment of a new trustee, while advisory and execution services will continue to be limited to custody only.
n/a	15	7.12-7.13	**Circumstances in which we may not continue active discretionary management**	We have added a new clause to explain when JM Finn may decide not to continue active discretionary management, including where authority is unclear or continuing may create legal, regulatory or other concerns.

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	8. Legal Incapacity of an Account Holder			
n/a	16	8.7	**Incapacity of a trustee, Deputy or a person acting under a power of attorney**	We have added a new clause to clarify how JM Finn will manage accounts where a trustee, Deputy or attorney can no longer give instructions. Where another authorised person can act, JM Finn will continue to take instructions from them; otherwise, discretionary management will continue under the existing mandate, while advisory and execution services will continue to be limited to custody only.
	18. Custody of your Investments			
20	24	18.4	**Holding of your investments in 'omnibus' or individual client accounts**	We have updated the custody wording to clarify that an individual client segregated account will have an additional annual maintenance charge due to the operational complexity of these accounts.
	20. Tax Matters			
n/a	23	20.6	**Tax Residency Self-Certification**	We have added a new tax residency self-certification clause. Clients must provide valid and complete FATCA/CRS self-certification when requested, ensure the information is accurate, and tell JM Finn promptly about any change affecting their tax residency status.
n/a	26	20.7	**Failure to Provide Tax Information**	We have added a new clause explaining that, if you do not provide required tax information or documentation when requested, JM Finn may restrict access to accounts or services, delay or refuse transactions, or take other action needed to comply with legal and regulatory obligations.
n/a	26	20.13	**Payments to United States (U.S.) bank accounts**	We have added a new clause stating that, due to U.S. tax and reporting requirements, JM Finn does not make payments to bank accounts held with financial institutions in the U.S.
	21. Our Rights if you do not pay sums due to us			
23	27	21.1	**Sums you owe to us**	We have clarified that JM Finn's rights over assets and cash will not apply across accounts held in different capacities. Trustee accounts will not be used to meet personal account debts, and personal accounts will not be used to meet trustee account debts.
	27. Closing Your Account			
27	31	27.4	**If we choose to close your account**	We have updated the termination wording to explain the steps JM Finn may take after terminating an account, where the notice period has ended and we have not been able to contact the client for instructions despite making reasonable attempts.

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	Section 2 of the new Terms - Specific Terms			
29	33	2	**Managed Services**	We have updated the Managed Services section to reflect the current range of services: Wealth Management Service, Investment Management Service, Advisory Portfolio Management Service, Personal Injury & Court of Protection Service, Inheritance Tax (IHT) Service and Gilt Service.
	ISA Terms			
36	42	5.8	**JM Finn ISA - Eligibility**	We have updated the ISA eligibility wording to reflect current requirements, including the need to provide a National Insurance number when applying for a JM Finn ISA, or confirm that you are not eligible for one.
39	45	5.33	**Withdrawing and then repaying sums to your Account**	We have updated the flexible ISA wording to reflect current ISA rules on withdrawing and replacing money in an ISA.
	JISA Terms			
41	47	6.7	**Opening a JISA Account**	We have updated the JISA wording to reflect current Junior ISA rules on what accounts an eligible child may hold.
	Appendix I - Data Privacy Notice			
46	52	4	**How and Why we use your Personal Data**	We have updated the Privacy Notice to reflect JM Finn's use of AI call recording and transcription tools and to clarify when recognised legitimate interests may apply, including safeguarding vulnerable individuals and preventing crime.
	Appendix V - Conflicts of Interest Management Policy			
72	78	1	**Conflicts of Interest**	We have updated the Conflicts of Interest policy to reflect the current range of JM Finn services covered by the policy.

JM Finn is a trading name of J.M. Finn & Co.Ltd which is registered in England with number 05772581. Authorised and regulated by the Financial Conduct Authority.