

The following Terms and Conditions explain how our Junior ISA will be managed and sets out both your rights and ours. Please make sure you read this document carefully as it contains information you need to know.

### The language we use

In this document, where we say 'You' or 'Your' this means the person applying for the Junior ISA who will become the Registered Contact. Where we say either 'We', 'Us' or 'Our' this refers to Unity Mutual.

We have highlighted defined terms in blue type. The meaning of these words are explained in the Definitions section at the end of the document on page 6.

### 1. What is the Junior ISA?

a. It is an Junior Individual Savings Account (JISA) is a tax-efficient way in which you can save without having to pay any Income or Capital Gains tax. The JISA is a Stocks and Shares Junior ISA.

# 2. Eligibility / opening the Junior ISA

- a. Your child must meet the following conditions in order to apply for the Stocks and Shares JISA;
  - You must be an individual, aged under 18 years old.
  - ii. You haven't subscribed to another Junior Stocks & Shares ISA in the current tax or already have a Child Trust Fund (CTF). If you have, then you can apply to transfer it to our JISA.
  - You must not have exceeded the JISA contribution limit for the current tax year;
  - iv. You must be resident in the UK. You will be 'resident' if you have spent a minimum of 183 days in the UK in each of the last 3 calendar years immediately prior to the date of signing the application.

If your child does not live in the UK, they can still be eligible if you, as parent or legal guardian; You perform duties which by virtue of the Income Tax (Earnings and Pensions) Act 2003 (Crown employees serving overseas) are treated as being performed in the UK;

#### OR

You are married to, or in a civil partnership with, a person who carries out those duties. (If you are unsure about any of the qualifying criteria, please contact your tax office)

You must inform us if you no longer meet the residence qualification. The UK does not include the Channel Islands or the Isle of Man.

- b. A completed application form is required to open a JISA.
- c. You can apply online on our website at unitymutual.co.uk. Alternatively, you can email us at sales@unitymutual.co.uk and we can post an application form to you.
- d. Once opened the JISA Investments shall be, and remain in the beneficial ownership of the Account holder, and the Account holder will be a member of the Society.
- e. The JISA cannot be assigned to anyone else and cannot be used as security for a loan.
- f. JISA with a lump sum investment from £50 or set up a regular Direct Debit from £10 a month subject to the current HM Revenue and Customs limits.
- g. We reserve the right to reject any application.

### 3. Your right to cancel

a. You have the right to cancel your application within 30 days of acknowledgement of receipt of your application form. If you exercise your right to cancel we will sell any units held. If the value of the Account has fallen, the amount repaid to you will be less than the amount you paid in.



b. If you want to cancel please contact us by phone, in writing or by completing the cancellation form within the Policy Documents. This can be sent by email (either a scan or take a photo) to insure@unitymutual.co.uk. Alternatively you can post it to Freepost UNITY MUTUAL (please note this is the full address).

# 4. Ownership / Registered Contact

- a. If a child is under 16 then a parent or guardian, with parental responsibility, must open the account and will be the Registered Contact. The account will be in the child's name, but the Registered Contact will be responsible for managing it.
- b. When the child turns 16 they can apply to become the Registered Contact.
- c. 16 and 17 year olds can open their own account.
- d. Once the account holder turns 18 then the account can be transferred into an adult ISA and the Terms & Conditions of the adult ISA will then apply.

# 5. Investment

- a. The JISA invests in our Unity Mutual Equity Fund, which is invested in over 600 UK companies to track the average performance of the stock market.
- b. This is a medium to long-term investment and is designed to be held for a minimum of five years.
- c. The Account includes investments and any cash balances, all income and other rights, and the benefit of any tax relief in respect of such investments.
- d. Money received will be invested on the valuation day following the receipt and no interest will be paid on cash held pending investment. We do not accept liability for default by any bank, which holds cash for the JISA Account.
- e. We will automatically reinvest all income in respect of Account investments net of any tax liability.

### 6. Paying into your Junior ISA

- a. You can invest a single lump sum and/or monthly premiums into the JISA within HM Revenue and Customs annual superscription limits, The current limits can be found at www. gov.uk/junior-individual-savings-accounts.
- b. We accept payments by cheque, bank transfer, card payment or by Direct Debit.
- c. Once open you can make additional payments from £10.
- d. The JISA limits are for each tax year, which starts on the 6 April and ends on 5 April the following year.
- e. The Stocks and Shares JISA limits are set by Government and are subject to change. Please check the limit for the year in which you invest. You can find the ISA allowance for each tax year on our website or alternatively you can call us on 0161 214 4650 or email us at insure@unitymutual.co.uk and we will be happy to help.

#### 7. Withdrawals or closures

- a. You can't take money out or close the JISA until the account holder is 18. The only exception is if the child becomes terminally ill or dies.
- b. Terminal Illness: If the child is diagnosed with a terminal illness, you may be able to make withdrawals from the account — you'll need the permission of HMRC to do this. Please contact us if this happens.
- c. Death: If the child dies, please let us know. We won't be able to accept any more payments into the account and the balance will become part of the child's estate. The Society will pay 101% of the value of the account at the date of death (see section 11).
- d. Void accounts; If HMRC tell us to void (close) the account. When an Account is voided, we will sell the Account Investments and pay you the proceeds. We may deduct any charges or other amounts due to us, any tax liabilities under the Account, and any additional expenses incurred in terminating the Account.



### 8. Maturity at 18

- a. Before the account holder's 18th birthday we will write to them detailing the options. These are:
  - Withdraw all your money You may already have plans for what you want to do with the money and need it all now to make those plans happen.
  - ii. Transfer all your money to an Adult ISA -Perhaps your plans are a little more long term and you don't need immediate access to your money. If this is the case, and you want to keep saving into a tax-free product, you can choose to transfer the money into an adult ISA.
  - iii. A bit of both Perhaps you're torn over what to do, or don't need all of the money immediately. If this is the case, you can choose to withdraw some and transfer some into an to keep saving for the future. It's important to remember you have to decide what to do with ALL the money, you can't leave any in your JISA Account.

# 9. Transfers into your Junior ISA

- a. We accept transfer payments from other JISAs and CTFs subject to the ISA rules and regulations and the current JISA subscription limits.
- b. If you are transferring from a cash JISA you can transfer either some or all of the money held in the cash JISA. Any subscriptions in the current tax year must be transferred in full (including any investment growth or interest arising from these payments) and this will continue to count towards your current JISA subscription limit.
- c. If you are transferring from a stocks and shares JISA you can only hold one stocks and shares JISA. This means you must transfer the full amount.
- c. If you are transferring from any previous tax years (or previous birthday years for a CTF) this will not count towards your current years' JISA subscription limit.

- d. We will only accept the monetary value of the transfer-in and not the assets held within it. It is not possible to transfer other assets, such as shares, into the JISA.
- e. To transfer a JISA or CTF to us, you will need to complete a Transfer In form. If for any reason you change your mind, you will have 30 days in which to cancel the transfer from receipt of a completed Transfer In form. After this, the transfer will be processed.

#### 10. Transfers out

- a. You can transfer your JISA to another ISA manager at any time. You can transfer the whole amount of the current tax year's JISA subscription and all or part of any previous years' subscriptions in accordance with the ISA regulations relating to transfers.
- b. If you wish to transfer your JISA to another manager, you should ask the new manager for a transfer form. Once we receive the completed form, ISA regulations state that we must transfer the money to them within 30 days.
- c. Your JISA investments will be sold and the proceeds transferred together with all rights and obligations free of charge (except charges such as stamp duty and other dealing costs connected with the disposal or acquisition of investments) to the new provider.
- d. We will only send transfers in monetary form. It is not possible to transfer other assets, such as shares.

#### 11. Death

- a. In the event of death of the Account Holder the Account will pay 101% of the value of units using the unit price at the date of death. In the event of your death, your child's estate would receive the proceeds of the JISA.
- b. It is important for you to keep your Policy

  Documents safe and to let your next of kin
  know where to find them.
- c. The next of kin will need to contact us to register the death. You can contact us on 0161 214 4650. Alternatively, you can email us at claims@unitymutual.co.uk or write to us at Claims Department, Freepost UNITY MUTUAL.



- d. Once we receive the original or certified copy of the death certificate from you we will send you a Death Claim Declaration form to complete. Once complete you will need to return it along with the following documents:
  - Last Will and Testament
  - Grant of Probate or Letter of Administration
  - The original Policy Documents If you are unable to find the original document(s), you can complete the Lost Policy Indemnity section on the Death Claim Declaration form.

# 12. Charges

- a. Charges for the Account management will be made up to a maximum of 1% per year. The following charges and expenses may be deducted in full from the Account and are not subject to and do not count towards the maximum charge of 1% per year.
  - i. any stamp duty, stamp duty reserve tax or other charges incurred directly or indirectly in the sale or purchase of investments held under the Account;
  - ii. any charges or expenses incurred directly or indirectly in complying with an order of the court or any other requirements imposed by law.

#### 13. Tax

- a. We will make all necessary claims for tax relief relating to the JISA.
- b. The tax situation may change in the future. For further advice please refer to a solicitor or qualified professional. We are not authorised to provide tax advice.

# 14. Contacting us

- a. If you have any questions about your JISA or you would like to discuss making any changes to your JISA, you can contact us on:
  - By phone: 0161 214 4650
  - In writing: Freepost UNITY MUTUAL
  - By email: insure@unitymutual.co.uk

# 15. Complaints

- a. We hope that you never have a reason to complain but if you are unhappy with our services, please get in touch, as we may be able to resolve the issue without the need for a formal complaint.
- b. If you wish to make a formal complaint, you can contact by phone on 0161 214 4650, by email to complaint@unitymutual.co.uk or in writing using the details above.

Please include the following information, if relevant:

- Your full name, address and preferred contact number
- The details of the JISA being complained about
- A clear and concise overview of your complaint
- Copies of any relevant documents (we don't need the originals)
- If you are notifying us of your complaint in writing, please mark your letter or email 'Complaint' and keep a copy for your records.
- c. If you'd like a friend, relative or advisor to handle the complaint on your behalf, please confirm this to us verbally or in writing.
- d. If you are not satisfied with our response to the complaint, you can contact the Financial Ombudsman Service:
  - By phone: 0800 023 4567 or 0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers from a mobile) Lines are open 8am to 5pm Monday to Friday and 9am to 1pm Saturday
  - In writing: Exchange Tower, London E14 9SR
  - By email: complaint.info@financial-ombudsman.org. uk
  - Online at: financial-ombudsman.org.uk



- e. The Financial Ombudsman Service is an impartial service. It can examine your complaint and make a legally binding decision on what we should do. Making a complaint will not affect your right to take legal action.
- 16. Data protection
- a. We will make sure that any personal information that you share with us is kept safe.
   It will be used for setting up and administering your JISA.
- b. We may be required by law to disclose information regarding you or your JISA to the regulatory authorities.
- c. We will not share your information with other third parties for marketing purposes.
- d. As an Account Holder of Unity Mutual we may wish to contact you in the future with information in relation to products that we believe may be of interest to you. These communications will relate to products and services that we offer that are similar or complimentary to the account you hold with us. Please rest assured we will never share your data with any third party without your consent. Your data is processed on a legitimate interest basis in relation to the communications you will receive.

For more information on how your data is processed and looked after please visit our Privacy Notice at unitymutual.co.uk/privacy. Alternatively, you can request one by contacting us (see section 14).

e. If you wish to opt out from receiving marketing about Unity Mutual's products and services, please contact us (see section 14).

# 17. Financial Services Compensation Scheme

a. We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations, you may be able to claim 100% of the cash sum from the FSCS. You can find out more by visiting fscs.org.uk or contacting the scheme directly using the following details.

- By phone: 0800 678 1100 or 0207 741 4100.
- In writing: Financial Services
   Compensation Scheme, PO Box 300,
   Mitcheldean GL17 1DY.

# 18. Law and language

- a. In legal disputes, the law of England and Wales will apply.
- b. If you live in Scotland or Northern Ireland in which case their courts will have jurisdiction in any dispute.
- c. The contractual terms and conditions and all communications in relation to the JISA will be supplied in English.

### 19. Liability

- a. You indemnify us against all liabilities incurred by us in connection with the Account, other than liabilities caused as a direct result of our negligence, knowing default, or breach of the rules of the FCA or of these Terms.
- b. We are liable for our negligence, knowing default, and for any breach of the rules of the FCA or of these Terms. We are not liable for any loss caused through a fall in value of Account Investments.
- c. We accept no responsibility for the Account until cleared funds are received, nor for any loss or delay caused in the payment of funds to us.
- d. For the purposes of this section 19, references to you include your (or the child's) personal representatives and references to the Account Manager include its nominees.
- e. You agree to indemnify us against any liability we may incur in connection with the Account arising from any action you take or fail to take.



# Stocks & Shares Junior ISA Definitions

In this document, we have highlighted defined terms in blue type. The meaning of these words are explained below:

Account: The JISA held in your name.

**Account holder:** The JISA owner and member of the society.

Account Manager: Unity Mutual.

**Business day:** Any weekday excluding Bank holidays.

Cancellation period: You have 30 days from when you receive your Policy Documents to change your mind and cancel the JISA (to cancel outside of the 30 days please see 'Closures' in section 6).

**Cash Junior ISA:** A Cash Junior Individual Savings Account managed under the regulations.

**CTF:** A Child Trust Fund account is a type of child savings account. They are no longer available to open. If you have a CTF it is possible to transfer to a JISA.

**Commencement Date:** This is the date we confirm that your Junior ISA started from.

FCA: Financial Conduct Authority.

HMRC: His Majesty's Revenue & Customs.

**ISA (Junior ISA):** An Individual Savings Account operated with the FCA Handbook of Rules and Guidance and the Individual Savings Account Regulations 1998.

**Payments/Subscription:** any monies, in sterling, to be applied to your Account from your own resources.

**Policy Document:** This is the document that we provide to you showing the details of your ISA such as Account holder, Account number, and Commencement Date.

**Price:** The price of a unit in a fund. This is the price determined on a Valuation Day.

Registered Contact: The person who has parental responsibility for the child who is under 16. Once the child reaches the age of 16 they can request to become the Registered Contact.

**Regulations:** The Individual Savings Account Regulations 1998, as from time to time amended and in force.

**Subscription limit:** The total amount that an individual can pay into ISA's each tax year. You can find the ISA allowance for each tax year on our website or alternatively you can call us on 0161 214 4650 or email us at insure@unitymutual.co.uk and we will be happy to help.

**Tax year:** The period from 6 April of one year to 5 April the following year.

**Transfer(s) in/out:** A transfer allows you to move your JISA or CTF investment to another provider's JISA without the loss of tax benefits and avoiding the need to use any more of your JISA allowance for that tax year.

**Unit:** A proportion of a relevant Unity Mutual fund, as determined by Unity Mutual.

**Unity Mutual Equity fund:** This is the fund where your money is invested. We use this money to invest in asset classes that enable us to provide the policy benefits, such as return of your lump sum investment and guaranteed growth over the term of your investment.

Valuation Day/Date: Any day on which the price of units in a fund is calculated. Normally each working Monday.

**Withdrawal:** When you take money out of your account this is called a withdrawal. A withdrawal removes your money from the ISA tax benefits so (depending on where you invest this money afterwards), future growth may be taxable.



Get in touch with us

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