

Terms and Conditions

Investment ISA



Investment ISA Terms and Conditions:

This document, together with any variation to it that we give to you, and your completed Application Form, sets out the contract between you and Investment Funds Direct Limited ('IFDL').

Opening an Investment ISA is at the discretion of IFDL.

These Terms and Conditions should also be read in conjunction with the Investment ISA Key Features Document, and the Key Investor Information Documents for the available investment funds.

You should read these Terms and Conditions carefully to make sure you understand the contract you are entering into, and keep this document safe for future reference.

All investments involve a degree of risk. The value of the Investment ISA may go down as well as up.

Please remember that past performance is not a reliable indicator of future results. The value of investments can fall as well as rise as a result of market fluctuations. You are not certain to make a profit, you may make a loss and you may not get back the amount originally invested.

IFDL and Royal London can only give factual information and cannot give you financial advice. It is your responsibility to ensure that this product meets your needs. If you have any doubt as to whether this Investment ISA meets your needs, you should contact a financial adviser (who may charge for their services). If you do not have a financial adviser you can get details of local financial advisers by visiting royallondon.com/find-a-financial-adviser.

How to contact Royal London

If you have any queries relating to your Investment ISA, please contact Royal London using the below details:

Telephone number:

0345 600 7788

Opening hours:

Monday to Friday between 8am-6pm.

Please note that telephone calls may be recorded.

Email address:

D2C-CustomerService@royallondon.com

Correspondence address:

Customer Services Team
PO Box 409
Royal London House
Alderley Park
Congleton Road
Nether Alderley
Macclesfield
SK10 4EL

CONTENTS

Definitions	4	Corporate Actions	12
Legal and Regulatory	5	Transfers and Withdrawals from your Investment ISA	12
Key Documents	5	Closing the Investment ISA	12
Opening your ISA	5	Our Ability to make Deductions from your Investment ISA	13
Application Acceptance	6	Notification of Death	13
Your Status	6	When we may Close your Investment ISA	13
Use and Disclosure of Personal Information by Royal London	6	Void, invalid or repairable Investment ISA	14
Additional Permitted Subscriptions	6	Complaints	14
Your Right to Change your Mind	7	Compensation	14
Ownership Rights to your Investment ISA	7	Future Changes	15
Money In	7	Responsibility for Loss	15
Charges	8	Communication	15
Paying the Charges	9	Changes to your Personal Details	16
Investments	10	Conflicts of Interest	16
Interest	11	Law	16
Statements and Valuations	11		

1 Definitions

Application Form means the paper application form for the **Investment ISA** completed by **you**.

Business Day means any day other than a Saturday, a Sunday or a day which is a public holiday in England.

Estate means the property and assets belonging to **you** at the time of **your** death.

FCA means the Financial Conduct Authority.

Fund means a fund operated and managed by a **Fund Manager** in which investors' money is pooled together to buy a range of assets such as shares, bonds and other securities which are listed on a stock exchange. The **Funds** offered by the **Investment ISA** are set out in Section 14.1.

Fund Management Fee means the variable charge for managing the **Fund** and for covering one off charges and fees which may be incurred from time to time. See Section 12.3.

Fund Manager means the authorised fund manager of a **Fund**. For **your Investment ISA**, the **Fund Manager** is Royal London Unit Trust Managers Ltd, which is part of the **Royal London Group**.

HMRC means His Majesty's Revenue & Customs.

Investment ISA means the stocks and shares **ISA** of which **we** are the **ISA Manager** and which is provided by **us** in accordance with these **Terms and Conditions**.

ISA means an Individual Savings Account.

ISA Manager means a firm registered with **HMRC** as being responsible for managing an **ISA** in accordance with the **ISA Regulations**.

ISA Regulations means the Individual Savings Account Regulations 1998 (as amended).

Key Features Document means the document which outlines the features of the **Investment ISA** in order to help **you** decide if it is right for **you**.

Key Investor Information Document, or KIID means the **Fund** specific document which outlines the features of that **Fund**, such as the risks, objectives and asset mix, to help **you** decide if it is right for **you**.

Lifetime ISA means a type of **ISA** that is a tax efficient Wrapper allowing individuals to save for their first home and for their retirement. We do not offer this type of **ISA**.

Living With means 'living together' at date of death. That is, not separated under a court order, under a deed of separation, or in circumstances where the separation was likely to be permanent.

Product Administration Charge means the charge as explained in Section 12.2.

Royal London means Royal London Marketing Limited, the distributor of the **Investment ISA**.

Royal London Group means The Royal London Mutual Insurance Society Limited and its subsidiaries including Royal London Marketing Limited.

Surviving Spouse means a widow, widower or civil partner.

Terms and Conditions means this document together with any amendments to it that **we** notify to **you**.

Transfer Form means the paper form which **you** must complete to request that **your** existing **ISA** is transferred in to **your Investment ISA**.

US Person means any individual who meets any one or more of the criteria of a US Person as defined by either, Regulation S Section 902(K)(1) of U.S. Securities Act 1933 or Chapter 79 Section 7701(a)(30) Internal Revenue Code as amended from time to time.

United Kingdom means England, Wales, Scotland and Northern Ireland and excludes the Isle of Man and the Channel Islands.

We, us and **our** means Investment Funds Direct Limited, the **ISA Manager** of the **Investment ISA**.

Welcome Letter means the letter **we** issue to **you** when **we** accept an application for a **Investment ISA**.

You and **your** means the person who submitted the **Application Form** to **us** and in whose name the **Investment ISA** has been opened as confirmed in the **Welcome Letter**.

2 Legal and Regulatory

- 2.1 **We** refers to Investment Funds Direct Limited. These **Terms and Conditions** are between **you** and **us**. **We** are a company registered in England and Wales with company number 1610781. **Our** registered office is 10 Fenchurch Avenue, London EC3M 5AG.
- 2.2 **We** are the **ISA Manager** and are responsible for operating and administering the **Investment ISA**. **We** are authorised and regulated by the **FCA** under Firm Reference Number 114432.
- 2.3 **Royal London** is responsible for branding, marketing and distributing the **Investment ISA**.
- 2.4 **Royal London** means Royal London Marketing Limited, which is authorised and regulated by the **FCA**. The firm is on the Financial Services Register, with registration number 302391 and distributes the **Investment ISA**. It is registered in England and Wales with company number 4414137. Its registered office is 80 Fenchurch Street, London EC3M 4BY.
- 2.5 **You** can check the authorisations of **Royal London** and **us** at fca.org.uk/register or by calling the **FCA** on 0800 111 6768. The Investment ISA doesn't entitle **you** to membership or profitshare of the Royal London Mutual Insurance Society Limited.
- 2.6 **You** will provide **us** with all information that **we** may reasonably require to enable **us** to carry out **our** duties as an **ISA Manager**.
- 2.7 **We** can delegate any of **our** functions or responsibilities, provided that it is to a person or organisation whom **we** are satisfied is competent and authorised to perform those functions or responsibilities. **We** will be responsible for the conduct of such persons or organisations as if it were **our** own conduct.

3 Key Documents

- 3.1 The documents that form the contract between **us** and **you** are as follows:
- These **Terms and Conditions** (as amended from time to time – see Section 26 for the circumstances in which **we** can make amendments);
 - The **Application Form**; and
 - The **Welcome Letter** confirming the details on which **we** have set up **your Investment ISA**.
- 3.2 In the event of any conflict between the terms of the documents listed above, the provisions contained in these **Terms and Conditions** take priority.
- 3.3 In addition to the documents that form the contract between **us** and **you**, the following documents provide important information:
- The “About our Services and Costs” document which provides information on **Royal London's** services and costs;
 - The **Key Features Document** which includes a non-personalised illustration;
 - The **Key Investor Information Documents** for the **Funds**; and
 - Our** Conflicts of Interest Policy (see Section 30 for an explanation of this policy).
- 3.4 Once **your Investment ISA** is set up **you'll** receive a statement four times a year plus an additional Annual Summary of Charges (ASOC). These will tell **you** what **your Investment ISA** is worth and disclose the costs and charges deducted which reduce the value of **your** investment. Please read these documents carefully when **you** receive them.

4 Opening your ISA

Eligibility

- 4.1 The **Investment ISA** is only available to **you** provided that:
- You** are age 18 or over at the time **you** apply;
 - You** have not exceeded the annual **ISA** allowance limits (including any cash, innovative finance or Lifetime **ISA** **you** may hold) as set by **HMRC** in the current tax year (these will usually be available to view on the **HMRC** website (hmrc.gov.uk));

- c) **You** are a **United Kingdom** resident or **you** are otherwise:
 - performing duties as a Crown employee serving overseas and paid out of the public revenue of the **United Kingdom**; or
 - married to, or in a civil partnership with, such a Crown employee or **United Kingdom** resident;
 - d) **You** have a **United Kingdom** bank account;
 - e) **You** have a minimum of £1,000 to open the **Investment ISA**;
 - f) **You** are not a **United States Person**; and
 - g) **We** can verify **your** identity and residency.
- 4.2 If **you** no longer meet the criteria in Section 4.1 **you** must notify **us** immediately, for example if **you** are no longer a **United Kingdom** resident. Further subscriptions into the **Investment ISA** will no longer be permitted if **you** do not meet the criteria in Section 4.1.
- 4.3 **We** can close **your Investment ISA** at any point if **you** no longer satisfy the criteria in Section 4.1, such as **your United Kingdom** residency, **your** holding of a **United Kingdom** bank account or if **you** become a **United States Person**.

5 Application Acceptance

- 5.1 **Your Investment ISA** will be opened once **we** have confirmed **our** acceptance of **your** application by issuing **you** with a **Welcome Letter** and providing **you** with an account number.
- 5.2 **We** will carry out checks to confirm **your** age, residency and identity before issuing **your Welcome Letter**. A contract is created between **you** and **us** when **we** issue the **Welcome Letter**.
- 5.3 **You** must tell **us** if:
- a) any of the information given in **your Application Form** or **Transfer Form** changes; and
 - b) **you** are no longer eligible to subscribe to or hold an **Investment ISA** in accordance with Section 4.1.

6 Your Status

- 6.1 **You** are **our** “retail client” for the purpose of the **FCA** rules. Retail clients benefit from the highest degree of protection under the **FCA** rules. However, **you** do not benefit from the protection of **FCA** rules on assessing suitability, as neither **we** nor the companies within the **Royal London Group** make any assessment of the suitability of the **Investment ISA** for **you**.

7 Use and Disclosure of Personal Information by Royal London

- 7.1 The personal data that you provide to us will be used by us in compliance with our obligations under the General Data Protection Regulation (EU Regulation 2016/679), along with applicable legislation amending, supplementing or replacing the General Data Protection Regulation (together, “Applicable Data Protection Law”). Our Privacy Policy – the terms of which are incorporated into these Terms – explains how your personal data will be collected, used and stored by us and will set out further information required to be provided to you under Applicable Data Protection Law. Please see our Privacy Policy (which we will update from time to time) for more information. You can find the Policy online at ifdl.info/PrivacyPolicy.

8 Additional Permitted Subscriptions

- 8.1 If **you** have a spouse (husband, wife or civil partner) and they die, **you** may add the value of their **ISA** to **your** annual **ISA** allowance (known as an Additional Permitted Subscription), provided **you** are eligible to do so. To be eligible to do this **you** must be classed as a **Surviving Spouse** and **you** must have been **Living With your** spouse at the date of their death.
- 8.2 The value of your spouse’s **ISA** will be the higher of:
- the value of their **ISA** as at the date of their death; or
 - the value of their **ISA** at the date of:
 - 1) the completion of the administration of their estate; or
 - 2) the closure of their **Investment ISA**; or
 - 3) the 3rd anniversary of their death; whichever is earliest.

This only applies if your spouse died on or after 6 April 2018. If they died prior to this date, the value of their ISA will be as at the date of their death.

If you pay an additional cash subscription based on the value of the deceased's ISA at the date of their death, you cannot then opt to use any higher value calculated at any other time.

- 8.3 If **your** annual allowance increases in line with Section 8.1, **you** can pay us an additional cash subscription within 3 years of the date of your spouse's death or, if later, 180 days from completion of the administration of **your** spouse's **Estate**.
- 8.4 Any Additional Permitted Subscriptions will be applied to **your** previous year's annual **ISA** allowance, and not to **your** annual **ISA** allowance in the current tax year.

9 Your Right to Change your Mind

- 9.1 If, after taking out the **Investment ISA** you change **your** mind, **you** can cancel it by writing to **us** at the address shown above (see 'How to Contact us' at the beginning of these **Terms and Conditions**). **Your** cancellation rights are also explained in the **Welcome Letter**, which will be sent to **you** when **your Investment ISA** is set up. If **you** cancel within 30 days of **your Investment ISA** being set up, **we** will deduct the **Fund Management Fee** on a pro rata basis for the number of days that **you** were invested in a **Fund**. **We** will not charge a **Product Administration Charge** in the event of **your** cancelling **your Investment ISA** in accordance with this Section.
- 9.2 **Your** cash will be invested into **your** chosen **Fund** upon successful completion of the application process. If **you** cancel within the first 30 days of **your Investment ISA** being opened, **your** investments in **your** chosen **Fund** will be sold and the proceeds returned to **you** at their market value less the deduction of those charges as set out in Section 9.1.
- 9.3 **You** may choose to keep **your Investment ISA** in cash for the 30 days of **your Investment ISA** being open, and if **you** then decide to cancel **your Investment ISA**, **you** will receive back the original

amount. **You** will need to inform **us** during the application process if **you** wish to keep **your ISA** in cash during this time.

10 Ownership Rights to your Investment ISA

- 10.1 **You** are not allowed to transfer **your** rights to **your** investment, or any cash, to any other person. **Our** relationship is with **you** and **we** will not recognise the interest or claim of any other person, unless by law, **we** have to. For example, this means that **you** are unable to use the investments in **your Investment ISA** as security for any borrowing or other money which **you** owe.

11 Money In

Subscriptions

- 11.1 **You** must make payments into the **Investment ISA** with **your** own money. **You** can pay money into **your Investment ISA** as a lump sum payment or a regular monthly payment, subject to the following limits:
- the minimum initial lump sum payment **you** can make into the **Investment ISA** is £1,000.00;
 - the minimum additional lump sum payment **you** can make into the **Investment ISA** (after **you** have paid in the initial lump sum) is £100.00;
 - if **you** want to make regular payments, these must be made by Direct Debit. Each payment made by Direct Debit must be a minimum of £100.00 and will be collected on the 10th of every month; and
 - you** can pay any combination of lump sum payments or regular payments into the **Investment ISA**, provided that **you** do not exceed the annual **ISA** allowance for the current tax year in line with the **ISA Regulations** and **HMRC** rules.
 - Information about how charges may affect the performance of any additional lump sum or regular payments after they are invested is available on our website. Before making an additional payment into the **Investment ISA** visit royallondon.com/existing-customers/royal-london-investment-isa for more information.
- 11.2 Lump sum payments can be made by electronic bank transfer or cheque.

- 11.3 Any regular payments **you** continue to make into a new tax year will count towards **your** annual **ISA** allowance for that tax year.
- 11.4 If **you** have not made payments into **your Investment ISA** in consecutive tax years, **we** will need **you** to complete a new **Application Form** before **we** will accept any further payments.
- 11.5 **You** agree that **you** will not subscribe more than the annual **ISA** allowance in any tax year. The annual **ISA** allowance can be found at gov.uk.
- 11.6 Payments must cease where **we** are unable to ascertain an up to date address for **you**.

Transfers into the Investment ISA

- 11.7 **We** will accept the transfer of an existing **ISA** that **you** hold from another **ISA Manager** as cash, meaning that the investments in **your** transferring **ISA** will be sold and reinvested in **your Investment ISA** in accordance with **your** instructions and these **Terms and Conditions**.
- 11.8 The transfer of **your** existing **ISA** will be subject to the terms and conditions of that **ISA**.
- 11.9 Transfer charges may be applied by **your** existing **ISA Manager**.
- 11.10 **We** will ask **you** to complete a **Transfer Form** to transfer an existing **ISA** to the **Investment ISA**. If **you** do not fully complete this form, **we** will not be able to transfer an existing **ISA** into **your Investment ISA**.

12 Charges

- 12.1 There are two sets of charges applicable to your **Investment ISA**:
- the **Product Administration Charge**; and
 - the **Fund Management Fee**.
- 12.2 The **Product Administration Charge** is an annual charge of 0.35%, calculated on the total value of **your Investment ISA** (cash and funds), and is taken monthly in arrears. In other words, 1/12th of 0.35% per month. It's applied by **us** for setting up and providing ongoing administration.

Part of the **Product Administration Charge** will be paid to **Royal London** for branding, marketing and distributing **your Investment ISA**.

- 12.3 The **Fund Management Fee** is an annual charge, calculated and taken daily using the figure in the table below against the value of your **Fund**. For example, 1/365th of 0.72% per day. It's applied by Royal London Unit Trust Managers Ltd (the '**Fund Manager**') for the ongoing management of the assets and structure of your chosen **Fund**, and may vary from time to time. The **Fund Management Fee** is made up of the **KIID** ongoing charge and other charges including:
- dealing costs;
 - broker fees; and
 - one off charges which may be incurred from time to time.

See the below table for more details:

Fund	KIID ongoing charge	Fund Management Fee incl. KIID ongoing charge
<u>Royal London Sustainable Diversified Trust (Class D Acc)</u> <small>Figures correct as at 15/02/2024</small>	0.62%	0.70%
<u>Royal London Sustainable Managed Growth (Class D Acc)</u> <small>Figures correct as at 15/02/2024</small>	0.57%	0.58%
<u>Royal London Sustainable World Trust (Class D Acc)</u> <small>Figures correct as at 25/04/2024</small>	0.62%	0.72%

Royal London are not able to notify you in advance of changes to the **Fund Management Fee**, but up to date information is available by contacting **Royal London** on 0345 600 7788.

More information is also available in the **Key Investor Information Document** ('**KIID**') for each **Fund**.

Part of the **Fund Management Fee** will be paid by the **Fund Manager** to **Royal London** for distributing **your Fund**.

- 12.4 The non-personalised illustrations **you** received with the **Key Features Document** when **you** opened your account, and the Annual Summary of Charges (ASOC) we send **you** every year, will show how these charges affect the value of **your Investment ISA**. A range of non-personalised illustrations are available on the [Investment ISA](#) page as examples of how charges might affect the value of **your Investment ISA** after any additional payments into the account.
- 12.5 The charges specified in this Section will cover all expenses, third party charges, tax charges specific to the **Investment ISA**, any levies (excluding the dilution levy) and fees.
- 12.6 When calculating and applying fees, and interest on cash, rounding differences may occur. These rounding differences may result in slightly more or less cash being deducted from or allocated to your Account(s). Any rounding will be to the nearest penny and will not exceed £1 per calculation.

13 Paying the Charges

Product Administration Charge

- 13.1 At the point of investing, we will keep 0.5% of the value of your **Investment ISA** in cash, which will be used to pay the **Product Administration Charge** as explained in Section 12.2. For example, if **you** invest £1,000 **we** will hold £5.00. The 0.5% will be held as cash in a client bank account, which pays interest. If there isn't enough cash in **your Investment ISA** to pay the **Product Administration Charge**, **we** will deduct a further amount to bring the balance of the cash holding back to 0.5% of the value of **your Investment ISA**.
- 13.2 If **you** choose to close **your Investment ISA** or transfer **your Investment ISA** to a new **ISA Manager** in accordance with these **Terms and Conditions**, **we** will ensure that any sum remaining in **our** client bank account as a result of the deductions described in Section 13.1 is paid to **you** or transferred to **your** new **ISA Manager**, less any outstanding **Product Administration Charge**.

Fund Management Fee

- 13.3 The **Fund Management Fee** as set out in Section 12.3 is applied by reducing the value of the **Fund** on a daily basis. The **Fund** is valued at 12 noon each **Business Day**.
- 13.4 **Dilution levy**
- 13.4.1 A charge called a 'dilution levy' may be applied by the **Fund Manager** to the price of shares in a **Fund** when **you** ask to:
- make an investment into the **Investment ISA**;
 - switch **Funds** in the **Investment ISA**;
 - make an withdrawal from the **Investment ISA**;
- or
- withdraw **your** entire investment from the **Investment ISA** and close **your** account.
- 13.4.2 A dilution levy is an adjustment made by the **Fund Manager** to the price of shares in the **Fund** and exists to protect the ongoing investors in the **Fund** from:
- the effects of any significant movement in the **Fund** price; and
 - bearing all of the costs of buying and selling the **Fund's** assets (such as any fees and taxes which may be payable), when investors enter or leave the **Fund**.
- 13.4.3 Whether or not the **Fund Manager** will charge a dilution levy will depend on the volume of capital that is entering and exiting the **Fund**. More information about the dilution levy can be found in the **Fund's** prospectus. **You** can find the prospectus on the website rlam.com/uk/individual-investors/funds
- 13.4.4 Any dilution levy will be applied to the share price before making an investment or taking a withdrawal from the applicable **Fund**.

Making changes to the charges

- 13.5 **We** can introduce new charges or change the type and level of charges. Any such changes will be made in accordance with Section 26 of these **Terms and Conditions**.

14 Investments

- 14.1 The **Investment ISA** offers three **Funds**;
- Royal London Sustainable Diversified Trust (D Acc);
 - Royal London Sustainable Managed Growth Trust (D Acc); and
 - Royal London Sustainable World Trust (D Acc).

14.2 **You** can only select one **Fund** to invest in from the three that are available.

14.4 **You** can find more information about the **Funds** in the **Key Investor Information Documents**. These documents are linked above and also available on the **Royal London** website, rlam.com/uk.

14.5 Once **we** have accepted **your** application and received **your** money, **we** will automatically invest it in the **Fund** **you** have selected, unless **you** have asked **us** to hold these monies in cash until **your** cancellation period is up (please see Section 9.3 for more information on this right). While **your** money is held in cash interest will be paid. After the cancellation period has expired, **your** money will automatically be invested in **your** chosen **Fund**.

14.6 **We** will place the investment directly with the **Fund Manager** of the **Fund** in which **you** choose to invest. By opening an **Investment ISA** with **us**, **you** consent to **us** placing the investment in this way.

When **we** make an investment into one of the three **Investment ISA Funds**, **we** place no reliance on the fluctuations which the **Fund** may be subject to. **We** place **your** investment in accordance with Section 14.8.1.

14.7 Any information about the performance of the **Investment ISA** that **we** provide is for the benefit of all **our** customers and does not take **your** individual financial needs or objectives into account. **You** must not treat this information as a personal recommendation or investment advice and **you** should get independent financial advice specific to **your** own circumstances where **you** consider it to be necessary.

14.8 Investment Timing and Pricing

14.8.1 The **Funds** are valued at 12 noon every **Business Day**. **We** call this the “valuation point”. All investments are made as soon as reasonably possible following reconciliation of **your** payment with **your Investment ISA**. Investments may be delayed where we are unable to identify the intended **Investment ISA** from the information provided to us; for example where the payment is received without an **Investment ISA** account number. The **Fund Manager** may reasonably delay the valuation point in circumstances which are beyond the **Fund Manager’s** control, such as an external event (i.e. a power failure) which impacts their ability to provide their normal service. In this event, the investment will be made as soon as the **Fund Manager** is able to do so on a **Business Day** between 9am and 5pm.

14.8.2 If **you** want to check the performance of a **Fund**, please see the website rlam.co.uk. To obtain a valuation of **your Investment ISA**, please contact **us** (see ‘How to Contact us’ at the beginning of these **Terms and Conditions**).

How Your Investment is held

14.9 **Your** investment in **your Investment ISA** is used to purchase units in **your** chosen **Fund** which are held in the name of **our** nominee, Fundsdirect Nominees Limited (‘Fundsdirect’). Fundsdirect is a company registered in England and Wales with company number 04134898 and its registered office at 10 Fenchurch Avenue, London EC3M 5AG.

14.10 Fundsdirect will also hold any documents of title to the **Investment ISA**, such as share certificates.

14.11 Fundsdirect will arrange to keep **your** investment separate from **our** own assets which are also held in their name and will hold the investments in accordance with the **FCA** rules on holding clients’ assets. **Your** investment is registered collectively with those of **our** other investors, but is separately identifiable on **our** administration system. Please contact **Royal London** using the details on page 2 if **you** have any questions about the way in which **we** hold **your** assets.

14.12 Any of **your** money which is held as cash (in accordance with Section 9.3) rather than invested in a **Fund**, will be pooled together with money belonging to **our** other investors and held in bank accounts which do not hold any of **our** own money and it will be held in accordance with the **FCA** rules on holding clients' money. Please contact **Royal London** using the details on page 2 if **you** have any questions about the way in which **we** hold **your** money.

14.13 **Your** investments and any cash are always held separately from **our** own assets and cash. Section 25 sets out when **you** may be covered by the Financial Services Compensation Scheme if **we**, a bank or the **Fund Manager** are unable to meet **our** financial obligations to **you**.

Switching Funds

14.14 **You** can instruct **us** to change the **Fund** in which **your Investment ISA** is invested once per month. If **you** would like to change **Funds**, **you** must complete **our Fund** switching form which can be obtained by contacting **us** (see 'How to Contact us' at the beginning of these **Terms and Conditions**).

Aggregating Transactions

14.15 Due to the large volume of dealing on any particular day, **we** may aggregate all transactions in the investment and place one bulk deal with the **Fund Manager**.

Tax treatment of the Investment ISA

14.16 No tax is payable on any income received or on any gain arising from **your** investment.

14.17 The tax treatment of **your Investment ISA** will change if the **Investment ISA** becomes void or is in need of repair (further details are explained in Section 23) e.g. if **you** move overseas and continue to make payments to **your Investment ISA**, in breach of the **ISA Regulations**.

14.18 **We** will, in accordance with the **ISA Regulations**, make reclaims, conduct appeals and agree on **your** behalf, liabilities for and relief from tax in respect of the **Investment ISA**. **You** authorise **us**, as **ISA Manager**, to provide **HMRC** with all applicable details of **your Investment ISA**.

15 Interest

15.1 Any cash held in **your Investment ISA** will be deposited with a number of deposit takers, where it will attract interest. The current interest rate can be found by contacting RLG on 0345 600 7788.

15.2 Until a deposit has been identified by **us** as relating to **your Investment ISA**, it will not form part of **your** cash balance or accrue interest.

15.3 Cash will, where applicable, earn interest from the day it has been identified as relating to **your Investment ISA** and has been credited to **your Investment ISA**.

15.4 Interest will be calculated and applied to **your ISA** each month based on **your** daily cash positions.

15.5 For further information on how **we** calculate interest rates as well as the latest interest rates applicable, please contact RLG on 0345 600 7788.

15.6 **We** may replace or appoint a deposit taker at any time.

16 Statements and Valuations

16.1 **We** will send **you**:

16.1.1 A statement four times a year showing the value of **your Investment ISA**.

16.1.2 An annual statement of the costs and charges deducted which reduce the value of **your** investment.

16.1.3 Contract notes following each investment or sale made in the **Fund** **you** have selected. These will show the investment or sale that has been made, the price **you** paid or received and the date of the transaction.

16.2 **You** can also find out the value of **your Investment ISA** by contacting **us** (see 'How to Contact us' at the beginning of these **Terms and Conditions**).

16.3 No separate certificates will be sent to **you**, but **we** will send **you** a contract note each time **we** buy or sell shares in a **Fund** upon **your** instruction.

16.4 Upon request from **you**, **we** will arrange for **you** to receive copies of the annual report and accounts or any other information issued to unit holders by the **Fund** in which **you** are invested.

17 Corporate Actions

- 17.1 **We** may need to make **you** aware of a corporate action relating to the **Fund** that **you** are invested in, for example, if a dividend is paid in respect of that **Fund**. When **we** notify **you**, **we** will let **you** know **our** response to the corporate action, and where applicable, obtain **your** agreement to the same.
- 17.2 **We** will not normally contact **you** regarding shareholder meetings, proxy voting or AGM attendance arising from **your** holding in the relevant **Fund**.
- 17.3 **You** are entitled to attend any meeting of the shareholders of the **Fund** **you** are invested in, to participate in a vote. **You** must contact **us** (see 'How to Contact us' at the beginning of the **Terms and Conditions**) in order that **we** can arrange for **you** to attend.
- 17.4 **We** are unable to pass on any benefits beyond those listed in this Section which **you** may be entitled to from **your** holding in the **Fund**.

18 Transfers and Withdrawals from your Investment ISA**Transfers from your Investment ISA**

- 18.1 **You** may ask **us** at any time to transfer **your Investment ISA** to another stocks and shares, cash or innovative finance **ISA Manager**. The transfer will be subject to the new **ISA Manager** agreeing to accept the transfer request.
- 18.2 Although permissible in the regulations, **we** do not allow partial transfers out.
- 18.3 On receipt of a written request from **you** and within the time stipulated by **you**, (which must allow us a reasonable business period to comply with your instructions but must not exceed 30 days), we will cash in **your Investment ISA** by selling your investments and all of your Investment ISA shall be transferred in cash to another **ISA Manager** in accordance with ISA Regulations relating to transfers.
- 18.4 **We** may make deductions from the amount to be transferred to account for any costs that are due to **us** or others under these **Terms and Conditions**.

- 18.5 If **you** are transferring **your Investment ISA** to another **ISA Manager** and **we** do not know how much tax or other liabilities are owing to **HMRC** (or other government agencies), **we** will keep an amount of cash to cover any costs that may be appropriate and any surplus funds will be returned to **your new ISA Manager**. After the transfer of **your Investment ISA** to the new **ISA Manager** has completed and **we** hold no further sums on **your** account, if **we** are notified of further tax or other liabilities are owing to **HMRC** or other government agencies, **you** will be responsible for paying these costs.

Withdrawals from the Investment ISA

- 18.6 On **your** instruction and within the time stipulated by **you** (which must allow us a reasonable business period to comply with your instructions but must not exceed 30 days), we will cash in some or all of your **Investment ISA** by selling **your** investments and any proceeds arising from those investments, subject to a minimum withdrawal of £50, shall be paid to **you**. **You** can only make one withdrawal per month.
- 18.7 **We** may make deductions from the amount to be withdrawn to account for any costs **you** are due to **us** or others, in accordance with Section 20.
- 18.8 **Your** withdrawals will be paid in pounds sterling to the **United Kingdom** bank account specified on **your Application Form** (or an alternative **United Kingdom** account **you** notify **us** of in writing). This account must be in **your** own name or one in which **you** are a joint account holder. **We** do not accept responsibility if the bank account details **you** provide are incorrect.

19 Closing the Investment ISA

- 19.1 **You** may close **your Investment ISA** at any time by either;
- withdrawing the entire value of **your Investment ISA** as cash (see Section 18.6); and/or
 - transferring the entire value to another **ISA Manager** in accordance with Sections 18.1 to 18.5.
- 19.2 **We** may make deductions from the amount to be paid to **you** (or transferred) to account for any costs **you** are due to **us** or others, in accordance with Section 20.1.

19.3 Should any residual balance or payments (e.g. interest or dividends) arise after closure, we will pay this to you except for payments received by us of £1 or less, which will be paid to a registered charity of our choosing. Where payments due relate to an Investment ISA which has been transferred, we will pay these to the new provider.

19.4 If **your Investment ISA** has a zero balance and has had no transactions for at least 12 consecutive months, **we** reserve the right to close **your Investment ISA** without notice.

20 Our Ability to make Deductions from your Investment ISA

20.1 Acting reasonably, **we** may make deductions from **your Investment ISA** in order to:

- pay any charges **you** owe as explained in Section 12; and
- pay any other tax, liabilities or sums **you** may owe **HMRC** or other government agencies relating to **your Investment ISA**.

21 Notification of Death

21.1 On **your** death, the person who notifies **us** (this could be **your** spouse, **your** legal representative or another person) should inform **us** as soon as they reasonably can by contacting **us** (see 'How to Contact us' at the beginning of these **Terms and Conditions**).

21.2 If **you** die, **we** will deal with **your Investment ISA** in accordance with the instructions of **your** personal representatives. No further payments into **your Investment ISA** will be accepted following **your** death.

21.3 If **your** death is in the **United Kingdom**, **we** will require a death certificate or other evidence of death (which may include a certified copy) and any documents **we** reasonably require to evidence their authority to act (such as a **Grant of Probate or Letters of Administration**). **We** will also ask for a certified copy of **your** will.

21.4 If **your** death is outside the **United Kingdom**, **we** may request such further evidence as **we** may reasonably require. **We** will also ask for a certified copy of **your** will.

21.5 Upon receipt of notification of **your** death and **our** claim requirements having been met, for example providing any certificates and forms that **we** ask for:

- we** will pay the proceeds of **your Investment ISA** to **your Estate** as instructed by **your** personal representatives.
- we** will sell the investment and pay the proceeds to **your Estate** where instructed to do so by **your** personal representatives.
- your Surviving Spouse** may add the value of **your Investment ISA**, to their own annual **ISA** allowance (as an additional permitted subscription) if **your** personal representatives ask **us** to.

21.6 **We** will continue to apply the charges as set out in Section 12 to **your Investment ISA** until the **Investment ISA** is closed and the value is paid out to **your Estate**. Please see Section 8 for more information.

21.7 Your Investment ISA will continue to be exempt from tax until the earlier of

- the completion of the administration of your estate; or
- the closure of your Investment ISA; or
- the 3rd anniversary of your death.

22 When we may Close your Investment ISA

22.1 In certain circumstances **we** may need to close **your Investment ISA**. Where **we** need to do so, **we** will write to **you**, giving **you** at least 30 days' written notice. **We** may need to close **your Investment ISA** in the following circumstances:

- If **we** become aware **you** were not eligible to open the **Investment ISA** in accordance with the criteria in Section 4;
- There are changes to laws or regulations that mean it is no longer feasible to continue to operate **your Investment ISA**;
- Where providing the **Investment ISA** will put **us** in breach of laws or regulations and **we** cannot rectify this breach;
- If an extraordinary event occurs preventing **us** from providing the **Investment ISA** to **you**. Examples of this would include a significant economic collapse of a market, company or country, or restrictions imposed by legislation or regulation that has a direct impact on **our** ability to carry out **our** business.

22.2 In the unlikely occurrence of an extraordinary event **we** will take reasonable steps to continue operating **your Investment ISA** in accordance with these **Terms and Conditions**. Closing **your Investment ISA** is a last resort measure which **we** will not undertake lightly.

22.3 **We** will continue to collect the charges in accordance with Section 12 until **your Investment ISA** is closed and the assets are sold and transferred in cash to **your United Kingdom** bank account (as specified in **your Application Form**).

22.4 Where **we** close **your Investment ISA** as set out in Section 20.1 (b) **we** may deduct any tax owing to **HMRC**.

22.5 During the 30 days' notice period **you** can transfer **your Investment ISA** to another **ISA Manager** under Section 18.1 to 18.5. If **you** do not transfer **your Investment ISA** during the notice period, **we** may then close it and return the proceeds to **you**. This means that the proceeds will have lost any tax free **ISA** status.

23 Void, invalid or repairable Investment ISA

23.1 **We** will notify **you** as soon as **we** reasonably can if **your Investment ISA** becomes invalid because it breaches the **ISA Regulations**. This may be the case where **you** fail to comply with the eligibility requirements in Section 4.1 or if **your** application is considered to be invalid. Some invalid **ISAs** can be repaired, but where repair is not possible **we** will be forced to treat **your Investment ISA** as void.

23.2 **HMRC** will inform **us** of the action to take in respect of **your Investment ISA**. In some instances **HMRC** may inform **us** to repair an **Investment ISA** in whole, or in part. **We** will deduct and return to **HMRC** sufficient cash to cover any tax liability incurred in repairing **your Investment ISA**.

23.3 If **your Investment ISA** becomes void, **we** will pay the proceeds of the sale of **your** investment into the **United Kingdom** bank account in **your** name as set out in **your Application Form** (or an alternative **United Kingdom** account **you** notify **us** of in writing). **We**, as the **ISA Manager**, may make deductions before this is paid to **you** to meet charges,

tax or other liabilities in connection with **your Investment ISA** in accordance with Section 20.

23.4 **We** will write to **HMRC** where **you** have insufficient cash or assets to cover any tax liability due to them. **We** will also write to **you** to in all instances to tell **you** what action **we** have taken to repair or void **your Investment ISA**.

24 Complaints

24.1 **We** hope that **you** will never have reason to complain but if **you** do, please contact **Royal London** by:

- calling 0345 600 7788; or
- writing to Customer Services Team, PO Box 409, Royal London House, Alderley Park, Congleton Road, Nether Alderley, Macclesfield SK10 4EL.

24.2 **Royal London's** complaints process is available by calling 0345 600 7788.

24.3 **We** will always try to resolve **your** complaint as quickly as possible. However if **we** haven't been able to satisfy **your** complaint, or haven't sent **you** a final response within eight weeks, **you** can then contact: Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel: 0800 023 4 567

25 Compensation

25.1 **We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations towards **you** because of **our** financial circumstances. For example, if **we** become insolvent.

25.2 While **your** money is held in the client money bank account (see Section 9.3 and 13.1), should **you** be entitled to compensation from the Financial Services Compensation Scheme, **you** may be able to recover up to £120,000.

25.3 When **your** money is invested in one of the three **Investment ISA Funds**, should **you** be entitled to compensation from the Financial Services Compensation Scheme, **you** may be able to recover up to 100% of the first £85,000 of the investment.

25.4 Further information about compensation arrangements is available from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY (website: [fscs.org.uk](https://www.fscs.org.uk)).

26 Future Changes

26.1 We can change these **Terms and Conditions** for any of the following reasons:

- to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service, or the Financial Services Compensation Scheme;
- to respond proportionately to a court order or decision affecting the **Investment ISA**;
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice which raise standards of consumer protection;
- to reflect a change in **our** corporate structure that does not have a significant unfavourable impact on **your** rights under the **Investment ISA** but which does require **us** to make certain changes to the terms of the **Investment ISA**;
- to respond proportionately to changes in the terms or charges of any investment **fund**;
- to respond proportionately to changes in relevant market rates, indices or tax rates;
- to reflect proportionately other legitimate cost increases or reductions associated with providing the **Investment ISA**;
- to provide for the introduction of new or improved systems, methods of operation, services or facilities;
- to correct any mistake in the **Terms and Conditions**, provided the correction does not have a significant unfavourable effect on rights that **you** have as a result of the mistake; or
- to reflect the appointment by **us** of alternative third parties to provide services under the **Investment ISA** or to respond proportionately to changes in the **Terms and Conditions**, or charges of any third parties appointed in respect of the **Investment ISA**.

26.2 We will give **you** notice of any change under Section 26.1 as soon as **we** can, in advance where possible, or at the earliest opportunity after the change where advance notice is not possible.

26.3 If **you** are unhappy with any change made under Sections 26.1, **you** can close **your Investment ISA** or transfer it to another **ISA Manager**. We do not charge for transferring the funds **you** hold in **your Investment ISA**. Although **we** do not charge for the transfer, any outstanding charges up until the date of transfer or closure are still payable.

27 Responsibility for Loss

Where our responsibility is not excluded or limited

27.1 Nothing in these **Terms and Conditions** shall be read as excluding or restricting any liability **we** and the **Royal London Group** may have for any loss **you** may suffer arising from:

- our** fraud;
- our** material breach of these **Terms and Conditions**;
- our** material breach of the applicable law and regulations; and
- any other loss where **we** cannot legally exclude or limit **our** liability.

Where we are not responsible

27.2 **We**, and the **Royal London Group**, will not be liable to **you** for any indirect or unforeseeable (for example, arising from natural disaster, terrorist attack or civil unrest) loss **you** may suffer or any loss **you** may suffer arising from:

- any tax, penalties or other related liabilities that are incurred in relation to **your Investment ISA**;
- the performance of **your** investment;
- your** fraud;
- your** reliance on any information provided by **us** that **you** consider to be the provision of advice by **us**; or
- any inaccurate or untrue information **you** provide to **us**, such as any incorrect bank details provided by **you**.

28 Communication

28.1 All communications between **us** will be in English.

29 Changes to your Personal Details

- 29.1 Please tell **us** if;
- you** stop being resident in the **United Kingdom**;
 - you** become a **United States Person**;
 - you** change **your** name or address; or
 - you** change **your United Kingdom** bank account.
- 29.2 **We** may ask **you** for evidence to confirm the change of details.

30 Conflicts of Interest

- 30.1 Conflicts of interest occur when, in the course of doing business with **you, we** (and/or companies in the **Royal London Group**) or another customer of **ours**, have a material interest in obtaining a different result from the one that may be best for **you**.
- 30.2 **We** establish, operate and maintain effective policies and procedures within **our** business which are designed to:
- identify potential conflicts of interest which carry a material risk of damage to **our** customers' interests;
 - ensure that **we** take reasonable steps to prevent such conflicts arising; and
 - provide a framework for **us** and **our** employees and officers to follow to manage such conflicts to protect **our** customers' interests.
- 30.3 An example of where a conflict of interest may arise in connection with **your Investments ISA** might be where the use of other **Royal London Group** companies in the provision of different services connected to **your Investments ISA** presents the opportunity for internal business considerations to influence the way in which **our** products are made available. **We** manage such potential conflicts by establishing committees to ensure appropriate contracts exist between **our** businesses to define each company's role and obligations to avoid such products being promoted in an unfair or unbalanced way.
- 30.4 Further details about **our** conflicts of interest policy are available on request by calling **us** on 0345 600 7788.

31 Law

- 31.1 The law of England and Wales applies to the **Investment ISA**.
- 31.2 Only a court in England and Wales, Scotland and Northern Ireland may consider any legal claim.

If you would like a copy of this document in an alternative format such as large print, braille or audio, please call Royal London on 0345 600 7788.



The 'Royal London Investment ISA' is a brand name for the Investment Funds Direct Limited Stocks & Shares ISA, provided by Investment Funds Direct Limited (IFDL), which is an authorised HMRC ISA Manager (no: Z1442)

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