ISA

Terms and conditions

Countrywide Assured

Introduction

The following pages set out the *Terms and conditions* (Terms) of your Countrywide Assured ISA. They replace any previous Terms and conditions and endorsements issued in relation to your ISA.

Product Provider

- Where we refer to Countrywide Assured plc ("Countrywide Assured") in this document, this includes CASFS Ltd ("CASFS") where appropriate.
- Countrywide Assured is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. The firm reference number is 141916.
- CASFS is authorised and regulated by the Financial Conduct Authority. The firm reference number is 472783.

Your Policy which secures your benefits payable under the Countrywide Assured ISA is provided by Countrywide Assured.

Your product

These Terms and each schedule issued at the time you took the ISA out confirms that there is a contract between you as the person named as the Account holder on the schedule and Countrywide Assured. Any further changes will be amended by providing an endorsement. You should keep these Terms with the original Account schedule in a safe place.

Your ISA could accept regular or single subscriptions or a transfer in from another ISA manager. There is not a fixed investment term. It is a stocks and shares ISA and subscriptions or transfer-in lump sums purchased units in investment funds which build up a fund value.

Your ISA may consist of a number of separate accounts. A separate account was established for each tax year that regular subscriptions were made and each transfer was applied to five separate accounts. Each account is held under one Policy number.

Subject to HM Revenue and Custom (HMRC) ISA regulations not being breached, there is no income or capital gains tax on growth of the value of the assets held within the ISA and the fund value can be taken tax-free and cashed at any time.

The Retail Distribution Review (RDR) in 2012 changed the way financial advisers could be paid commission and introduced the 'adviser fee'. As a result, the Countrywide Assured ISA was closed to new transfer-ins from other ISA providers on 31 December 2012 and stopped accepting regular subscriptions on 5 April 2013.

Why have we changed the Terms and conditions?

Countrywide Assured has provided your ISA in line with the original *Terms and conditions*. We are updating the information to make it clearer, reflect current legislation and to include some administrative changes we have introduced over the years.

About these Terms

These Terms are based on our current understanding of ISA guidance, regulation and HM Revenue & Customs (HMRC) practice. Tax rules and legislation may change. Please note that changes to taxation may be implemented retrospectively. If it becomes necessary to do so, Countrywide Assured will amend these Terms to satisfy legislation, HMRC requirements or our administration process.

Reading and understanding the Terms

These *Terms and conditions* will help you understand your ISA and the benefits it provides, and it's important you read and understand them. We are available to explain any words or talk through any questions you may have.

What are the main changes to the Terms?

We have made the following changes to the original Terms:

- We have removed references to non-insured assets as we do not offer this option.
- The conditions for certain sections, for example, 'Subscriptions' and 'Cancellation Rights' have been moved to the appendices as whilst relevant for when you applied for the ISA, they are not effective now as the product is closed to additional monies.
- We have expanded the circumstances when we can change these Terms and our product charges. In the original conditions, we could only amend the Terms to comply with legislation. In the future, we can change the Terms for other reasons apart from legislation, such as where the amendment provides a favourable client outcome or due to changes to our administration process.

Where can I get help?

If you have any queries please contact us at:

Countrywide Assured,
PO BOX 13493
Chelmsford
CM99 2GP

03330 155 600
enq@countrywide-assured.co.uk

How do I complain?

If you have a complaint you can contact us at the address above. We will investigate your concerns and aim to resolve the issue within eight weeks. If you are unsatisfied with our response then you can complain to:

Financial Ombudsman Service (FOS)
Exchange Tower
Harbour Exchange Square
London
E14 9SR

0300 123 9123
complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

The FOS provides an impartial service to resolve individual complaints about financial services companies.

Client categorisation

Countrywide Assured will treat you as a retail client. You will therefore benefit from the maximum consumer protection available under the FCA's rules.

Not all retail clients are eligible complainants under the Financial Ombudsman Service and you should seek further clarification from your financial adviser or us, where necessary. A private individual is classed as an eligible complainant.

What happens if things go wrong?

As a retail client you may be eligible to claim compensation from the Financial Services Compensation Scheme (FSCS) if Countrywide Assured is declared in default and unable to meet liabilities to you. For long-term insurance contracts, such as your Policy ISA the FSCS currently provide for 100% of the claim with no upper limit.

What happens if a bank holding client money on behalf of CASFS Ltd goes into liquidation?

Money held in the CASFS Designated Client Money Accounts is segregated from CASFS' own funds, but will be pooled with money held on behalf of other CASFS clients. This means that your money held by CASFS will be held as part of a common pool of money, so you will not have a claim against a specific sum in a separate account; rather your rights will vest in the client money pool.

In the event of a bank failure the Designated Client Money Account is not pooled with any other type of client money account.

If a default by a bank occurs and a shortfall arises, your claim in relation to client money will be limited to a share of the money held in the Designated Client Money Account with the bank.

The banks we use are independent of us and we do not accept liability of any default or delay in the distribution of funds in the unlikely event that a bank fails.

Further information including details of the extent and level of cover are available on our website www.countrywideassured.co.uk or on request from our Group Head of Compliance, or from the FSCS website (www.fscs.org.uk).

General Data Protection Regulation (GDPR)

GDPR is Europe's framework for data protection laws. GDPR regulates how we collect, process and use your personal data (any data that can be used to identify the person it belongs to). There are strict rules about what data we are allowed to collect and making sure the data is relevant for the purpose. Rules on processing include how long we store the data, how we modify it, and the methods we use to transfer it, such as encrypted email and blocking or deleting. You have a right to view the data we hold. This is called a data subject access request. You can make a data subject access request to obtain all data relating to you held with Countrywide Assured.

Our regulator the Financial Conduct Authority (FCA) requires that we keep orderly records including details of all services and transactions.

In the course of providing our products and services we will have received and will hold information from and about you. We are regarded as a data controller within the meaning of the applicable data protection laws including, but not limited to, the General Data Protection Regulation (Regulation EU 2016/679) which means we are responsible for deciding how we hold and use your personal data. A summary of the key aspects of our privacy statement is below. A full version of the Countrywide Assured Privacy Statement is available on our website www.countrywideassured.co.uk.

If you would like a printed copy, please write to Data Protection, Countrywide Assured, PO BOX 13493, Chelmsford, CM99 2GP, email us at enq@countrywideassured.co.uk, or call our Client Contact Team on 03330 155 600.

It is important that you understand how we continue to use your personal data. The Countrywide Assured Privacy Statement explains how we will use your personal data, which will usually be:

- to perform the contract we have entered into with you;
- to comply with a legal obligation;
- where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; or
- where we have obtained your explicit written consent to do so.

The Countrywide Assured Privacy Statement also explains:

- the kind of personal data we may hold about you;
- how we may collect your personal data, including where we may receive it from third parties;
- when and why might we share your personal data with third parties including third party service providers, other Chesnara group companies and regulatory authorities;
- the conditions under which we transfer personal data outside the EU to ensure the ongoing security of your personal data;
- how long we will retain your information for, or the criteria we apply to determine any retention periods; and
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1. Definitions

Straightforward explanations of the key words and terms in this document.

Account: any number of accounts within your ISA set up for each tax year that you subscribed, or any accounts set up to hold an ISA which you have transferred to us.

Account schedule: a statement from Countrywide Assured showing the Accounts set up for each tax year in which you have subscribed and/or, if applicable, each Account containing an ISA which you have transferred to us.

The Account schedule will show which insured funds you have selected under a Policy.

Fund choice guide (current), Fund choice guide (historic) and Fund choice guide (closed): Countrywide Assured brochures providing performance figures over the past five years and charge information on the insured funds we offer and closed insured funds for the Countrywide Assured ISA.

HMRC: HM Revenue & Customs. They are responsible for collecting UK taxes. 'HMRC Guidance' means the Guidance Notes for ISA managers issued by HMRC.

Insured fund: a separate identifiable portion of Countrywide Assured's total long-term business fund that is represented by its 8th series of units, and units of which you may select for purposes of valuing your Policy.

ISA: your Individual Savings Account set up and managed by us under these Terms. The ISA will be made up of one or more Accounts.

ISA limit: the maximum amount under the regulations you are permitted to subscribe to an ISA in a particular tax year.

ISA manager: CASFS.

Key features document: a document you will have received prior to submitting your application and explains the most important features of the ISA.

Life Company: Countrywide Assured.

Master policy: a policy of life assurance provided by the Life Company and issued to us for your benefit, under which an individual Policy or Policies are established in respect of you as the life assured, at such time as you wish to invest in insured funds under your ISA.

Nominee: a company that looks after the ownership of investments on behalf of someone else, or carries out tasks related to that.

Policy or Policies: the life insurance policy (or policies) held in your ISA and issued by the Life Company to us under a Master policy at your request so that you may invest in insured funds and for the assurance of your life.

Regulations: the Individual Savings Account Regulations 1998 and any other regulations made or modified by HMRC under the provisions of sections 694 to 701 Income Tax (Trading and Other Income) Act 2005 and section 151 of the Taxation of Chargeable Gains Act 1992.

Regulator: the Financial Conduct Authority, Prudential Regulation Authority (PRA) or any superseding or successor authority or equivalent supervisory authority.

Countrywide Assured's Funds: the insured funds as set out in the Fund choice guide (current), Fund choice guide (historic) and Fund choice guide (closed). This is referred to as our Pinnacle Range.

Stocks and Shares ISA: an Individual Savings Account that a person may invest in a variety of assets defined as 'qualifying investments' under the regulations.

Subscription(s): the amount you paid into your ISA.

Tax year: a twelve month period beginning on 6 April in any year and ending on 5 April in the following year.

2. Management of your ISA

The structure of your ISA and how we will operate it.

2.1 Your ISA is a Stocks and Shares ISA and subject to these Terms and the regulations.

2.2 All subscriptions and transfer-in values were treated as client money for the purposes of the FCA Handbook and were initially deposited in a designated client bank account held with Barclays Bank Plc. We are the authorised signatory for this bank account. Interest was not payable on monies while in this bank account. Monies payable to the Life Company were transferred to them within three days of receipt by us.

2.3 Your investments may be managed in common with other investments of other ISAs managed by us and may be aggregated for transactions.

2.4 You must give us any information we may reasonably require to carry out our duties in respect of your ISA. In particular you must tell us if you change your home address and if you cease to be resident or ordinarily resident in the UK for tax purposes.

2.5 We offer the ISA on an 'execution only' basis. This means that we shall not provide you with any form of financial advice regarding the investments you choose to hold in your ISA and you cannot hold us responsible for any loss in the value of the investments you choose. Please remember that past performance of any investment is not a guide to its future performance.

2.6 Where multiple events occur on the same business day, we reserve the right to determine the order in which they occur and whether all events can be permitted.

2.7 The assets which you may hold in your Account are stated in your Account schedule. The Life Company will establish a Policy under the Master policy, at your request and on your behalf. Our contract with the Life Company is described as the Master policy. A copy of this is available upon request.

Type of policy

2.8 Each Policy held in your ISA will be subject to these Terms.

2.9 Your Policy is a single premium whole of life assurance policy issued by the Life Company to us on your behalf, in accordance with these Terms (and the Master policy). Although we will retain legal title to the Policy, you will be registered as the life assured and beneficiary under the Policy. The Policy may only assure your life and not that of anyone else. Your Policy is a unit-linked policy and as such is linked to the value of units in one or more of the insured funds.

2.10 In accordance with the regulations, the following conditions apply to the Policy:

- the Policy may be owned or held only as a qualifying investment for an ISA;
- the Policy shall terminate if it ceases to be owned or held in your ISA;
- the Policy, or the rights conferred by the Policy or any share or interest in the Policy or rights respectively, other than the cash proceeds from termination or part surrender of the rights conferred, cannot be transferred to you;
- the Policy, or the rights conferred by the Policy and any share or interest in the Policy or rights respectively, are not capable of assignment or assignation save that the rights may vest in the legal personal representatives of a deceased investor;
- the Policy shall provide a death benefit on only your death; and
- the Policy evidences a contract that falls within paragraph (i) or (ii) of Part II of schedule 1 to the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

2.11 In accordance with the regulations, the Policy is not and cannot be construed as any of the following:

- a contract to pay an annuity;
- a personal portfolio bond within the meaning of section 516 of Income Tax (Trading and Other Income) Act 2005; or
- a contract, the effecting and carrying out of which constitutes 'pension business' within the meaning of section 431B(1) of the Income and Corporation Taxes Act 1988.

2.12 If for any reason, the Policy fails to fulfil any of the conditions set out above or meet the criteria for the choice of insured funds, the Policy will be removed from your ISA immediately and its value will be determined using the unit prices prevailing on the business day following the day the Policy is discovered to be invalid.

3. Investments

How we value your ISA, unit-linked insured funds and changing your investment choice.

Ownership of investments

3.1 All investments held in your ISA are and must remain beneficially owned by you. This means that you are not the registered legal owner of such assets, but you are entitled to the benefit they can provide to you, from time to time.

3.2 In accordance with the regulations, all investments held in your ISA will be registered in our name or that of our nominees. Share certificates or other documents evidencing title relating to the investments, (including any Policy documents), will be held by us or by our nominees as we may direct. Accordingly, title to the Policy will be registered in one of the following ways as we determine appropriate:

- in the name of the ISA manager; or
- in the name of the ISA manager's nominee; or
- jointly in the name of the ISA manager and the investor; or
- jointly in the name of the ISA manager's nominee and the investor.

3.3 We may register your investments, other than any Policies in your ISA, in the same name as those of our other ISA clients and we will not necessarily identify individual investments by separate certificates. Should we become insolvent, this arrangement could cause delay in recovering your investments or increased risk of loss but you may be entitled to compensation from the Financial Services Compensation Scheme in these circumstances.

3.4 We cannot transfer to you the legal title to any assets held within your ISA, as long as such assets are held within your ISA. If you hold a Policy in your ISA, the Policy or any share or interest in the Policy or in the rights conferred by the Policy cannot be transferred to you, or by you to any third party. You may not use the investments in your ISA as security for a loan nor create any legal charge over them. You are not entitled to transfer or assign any interest in the investments.

3.5 Any reference to an insured fund or to units or assets of an insured fund, is solely for the purpose of calculating the benefits which your Policy provides. Entitlement to the benefits provided by your Policy does not create any legal or beneficial interest for you in the units of the insured fund, the underlying assets of the insured fund or the insured fund itself.

Choice of insured funds

3.6 You may choose to invest your Policy in a range of insured funds (subject to our maximum). The range of insured funds available to you from time to time can be found in the Fund choice guide (current) for ISA's taken out between January 2009 to December 2012 and Fund choice guide (historic) for ISA's commencing before these dates. The Fund choice guides are available on our website www.countrywideassured.co.uk. We can post a copy on request.

3.7 The Life Company may, in its discretion, open new insured funds from time to time. We have the right to split, close or combine existing insured funds if we think this is appropriate. We will normally give you at least one month's written notice of any closure or combination of insured funds, giving a reason and inviting you to choose an alternative insured fund(s) to be effective on or prior to the date for combination or closure. You may receive less notice (or, in exceptional circumstances, no notice) if an external fund manager closes, merges or withdraws their funds.

If you do not advise your choice of alternative insured fund(s) prior to the date for combination, or closure then:

- in the case of a combination of insured funds, units in the new combined insured fund equivalent to the value of units in your old insured fund on the date of combination will be allocated to your Policy; and
- in the case of a closure (or withdrawal) of an insured fund, units in an insured fund which the Life Company considers closely reflects the declared investment objectives of the closed insured fund, equivalent to the value of units in the closed insured fund on the date of closure will be allocated to your Policy without acceptance of any liability on the part of the Life Company for the performance or any other aspect of the insured fund they have designated.

3.8 You can choose one or a combination of insured funds up to a maximum of 10 funds.

Unitisation of insured funds

3.9 Each insured fund is notionally divided into units and all units of an insured fund have an equal value as determined by the Life Company. The Life Company will calculate on a daily basis, the value of each insured fund and the resulting unit price, in accordance with fair and equitable actuarial principles having regard to the value of the underlying assets of the insured fund, the interests of all Account holders and subject to the conditions of the Master policy.

The unit price of an insured fund will in addition take into account, amongst other factors, the administrative charges of the Life Company and any charges of an external fund manager, if applicable. If the Life Company has negotiated a rebate of an annual management charge with any external fund manager, the rebate is retained within the insured fund. We reserve the right to deduct an administration charge from the insured fund for negotiating this rebate and the ongoing administration and management of the insured funds.

> The performance of your ISA will be linked to the performance of your chosen insured fund(s) and the value of your Account will rise or fall in line with the movement in the unit prices of your chosen fund(s).

Assets of insured funds

3.10 Each insured fund is a separate identifiable portion of the total long term business fund of the Life Company. The Life Company or its appointed fund manager, in its discretion, decides how each insured fund is invested, subject to investment in accordance with the insured fund's declared investment objectives. The Life Company retains the right to review the investment objectives and we will normally give one month's written notice of such proposed change.

3.11 The Life Company may in its discretion, buy units in an external fund manager's fund or use the external fund manager to invest the assets of an insured fund. You do not hold units directly in an external fund manager's fund.

Deferring cancellation of units/suspension of insured funds

3.12 The Life Company under the terms of the Master policy has the right to defer the cancellation of units of any insured fund having real property content where it thinks this is necessary. Units will then be cancelled at the price ruling at the end of the deferral period. The Life Company will not defer payment of the death benefit for such a reason.

3.13 If dealings in any share, unit trust or other asset forming the whole or any part of an insured fund are suspended, the Life Company reserves the right for the purposes of valuing that insured fund either:

- to value the suspended share, unit trust or other asset at zero when calculating the unit prices in respect of it; or
- calculate at the end of the deferral period.

The Life Company will exercise either of these rights having due regard to all Policy holder interests and the proportion of the value of the insured fund's assets represented by the suspended share, unit trust or other asset immediately prior to the suspension of dealings.

Stock lending of the insured funds

3.14 The Life Company may use assets of the insured funds from time to time as part of a securities lending programme and will retain a proportion of the income derived from the securities lending programme for their sole benefit with the remainder of that income less third-party charges accruing for the benefit of the insured funds, subject to the insured fund receiving fair and reasonable recompense for any such lending.

How do I switch between insured funds within a Policy?

3.15 You can provide a signed written request or complete a fund switch authority form to the Life Company requesting that units already linked to a Policy in an Account are cancelled and allocated instead to units of a different insured fund(s). If you invest in the same combination of insured funds for all of the Accounts comprising your ISA and wish the same switch choice to apply to all, please complete just one fund switch authority form, quoting your ISA number. The Life Company will accept your request and put it into effect provided that units in no more than their maximum number of insured funds will remain allocated to the Policy after the change.

3.16 The Life Company will not normally charge for a switch between insured funds but reserves the right to do so. They also reserve the right to charge if the switch involves an insured fund linked to the fund of an external investment manager and that external investment manager charges us for the switch.

3.17 Unless the insured fund has been suspended or the insured fund is not available, the fund switch date and the unit prices used will be the date of the next working day following receipt. The Life Company will accept email requests but will require the original request to be sent by post. Where the request is initiated by email, the request must be received by 1pm to receive the next working day's unit prices. If received after 1pm, it will be treated as being received the following working day.

4. Charges and Commission

The potential costs associated with running your ISA.

General provisions regarding charges and commission

4.1 We are entitled to charge for our services in accordance with these Terms. Details of the charges that applied upon the date your ISA commenced are set out in the Key features document provided at the time. Please contact our Client Contact Team on 03330 155 600 or email enq@countrywide-assured.co.uk, if you would like a copy.

4.2 All charges are subject to review and may be increased from time to time. We will normally give you one month notice of any increases. In addition, we may levy VAT on our charges as appropriate.

4.3 The Life Company reserves the right to apply a switch charge when you choose to change your selection of insured funds for a Policy.

4.4 If we or the Life Company are unable to collect a charge or to recover any costs from the Accounts under your ISA, such sums will become due and payable by you and you will be billed directly for them. Charges will be applied by us or the Life Company as appropriate.

What are the administration charges?

4.5 A charge is made by us for the ongoing administration of your ISA, applied as a percentage of the value of each Account in your ISA (the 'annual administration charge'). This charge is collected on the last working day in each calendar month, by cancelling units of each Policy in an Account. The annual administration charge is subject to such minimum amount as we may set for your ISA from time to time. Where a minimum charge applies and there is more than one Account, it will be taken proportionately according to the value of each Account.

4.6 Where a charge is applied to a Policy, it is taken by cancelling units of insured funds proportionately to the value of those insured funds at the date the units are cancelled.

5. Withdrawals/encashments

How to take regular or one off amounts or cash all of your ISA.

5.1 You may make a written request to make ad hoc or regular withdrawals from your ISA provided that the conditions set out below are fulfilled;

- we receive a clear and unambiguous written request (in a form acceptable to us) to withdraw a specified amount (not less than our minimum amount from time to time);
- your instructions are received by us within such reasonable time limits as we may require;
- we receive such evidence as we may require of your authority to give the instruction;
- payment will only be made by cheque payable to you, sent to your address or by bank transfer to an account in your name and of which we have received prior written notice;
- the total remaining value of your ISA after this withdrawal is at least equal to our prescribed minimum value for your ISA at the time of the withdrawal;
- we have retained such amount as we determine necessary to cover any outstanding charges and any potential tax liabilities of yours for which we must account to HMRC; and
- any such further conditions as we may notify you of at the time.

In addition, the Terms set out in this section will apply in respect of withdrawals from an Account. We aim to process ad hoc withdrawals within three to five working days of receipt of a written withdrawal request.

Cash withdrawn in error cannot be reinstated. Although the ISA regulations make provision for amounts withdrawn to be replaced within a certain time period without this counting towards the ISA subscription limit the Countrywide Assured ISA does not allow this.

Full withdrawal from an Account

5.2 If you wish to withdraw all the assets within an Account, then, in respect of a Policy in the Account, we will pay you an amount equal to the value of the units which remain allocated to the Policy for that Account. The Life Company will calculate the amount payable under the Policy by using the unit prices effective for the next working day after we receive your request or, if later, the next working day after we receive all our requirements for making payment.

Part withdrawals from an Account

5.3 If you wish to make regular or ad hoc withdrawals from an Account, this is subject to the remaining value of the ISA being at least equal to our minimum required amount at the time.

5.4 You may select the proportions of the insured funds to be encashed under a Policy of a part or regular withdrawal by prior written notice in a form acceptable to us. In the absence of appropriate specification by you, when you request a part withdrawal, an amount will be taken from the Policy and any cash holding in the ISA, in the proportion in which they are held in the Account and, in respect of a Policy, from each of the insured funds in the proportions in which the Policy is invested at the time.

5.5 The withdrawal will be carried out as follows:

In respect of a Policy in your Account, an appropriate number of the units which are allocated to the Policy will be cancelled for the withdrawal to be made. Unless we have received your written instructions as to which insured funds you wish to cancel, units will be cancelled in the proportion in which they are invested in each insured fund. The Life Company will use the unit prices effective for the next working day after we receive your request in order to value the units. In the case of a regular withdrawal, the Life Company may use the unit prices for a date before the payment is due so as to ensure that you receive the payment by the date you specify.

Payment will be made when your entitlement to benefit is established to our satisfaction.

5.6 You may select, by prior written notice in a form acceptable to us, the Account from which the withdrawal is to be taken. If you do not specify an Account from which you wish the withdrawal to be made, we will take the withdrawal from the Account established for the earliest tax year. For these purposes, a cluster of transfer accounts will be deemed to be established for the earliest tax year. If you have more than one cluster of transfer Accounts, the first will be deemed to be established in the earliest tax year. Withdrawals will be taken from the Account in the cluster with the highest value and will continue until all amounts are fully withdrawn from that Account.

5.7 If you are making regular withdrawals and the withdrawals exhaust the funds under an Account, we will take further withdrawals from another Account selected by you by written notice. If we have not received your written selection of an Account, we will make the withdrawal from any other Account commencing with the earliest transfer Account.

5.8 You may request that regular withdrawals be paid to you at yearly, half yearly, quarterly or monthly intervals on the 1st, 8th, 15th or 22nd of a month. If any of these dates is not a working day, payment will be made on the last working day that precedes the payment date.

6. Transfers Out

How to transfer your ISA to a new ISA manager.

6.1 You may transfer your ISA, in whole or in part, to another ISA manager. We will endeavour to complete the transfer within 30 days from the date we receive your transfer authority from your new ISA manager, subject to agreeing a transfer date with the new ISA manager and fulfilment of each of the following conditions:

- we must receive a transfer form duly completed by you and satisfactory evidence that the new ISA manager is willing to accept the transfer and is authorised and regulated by the FCA;
- the transfer consists of all or part of your previous year's Accounts;
- if you choose to transfer all of your ISA, (comprising all your Accounts) we will deduct from your ISA, all of our outstanding charges and any amounts payable or which we determine may become payable to HMRC; if you choose to make a partial transfer of your ISA, the remaining value of your ISA, as determined by us, must be not less than our minimum required for your ISA to be kept open;
- for all transfers, only the cash value of your Account can be transferred to another ISA manager; and
- the date of transfer is acceptable to us and agreed with the new ISA manager.

6.2 If you hold any Policies in your ISA, only the cash value of a Policy can be transferred. This shall be as determined by the Life Company. In order to calculate the number of units which must be cancelled for an encashment of a Policy, the Life Company will use the unit prices effective on a day selected by the Life Company in its discretion, occurring at any time within the period after all conditions for payment are fulfilled and before the transfer date.

6.3 Any distribution and/or reclaimable tax credit which we receive after the effective date of the transfer will be passed on to your new ISA manager unless we receive your written instructions to pay it to you.

7. Closing Your ISA

Our requirements to close your ISA.

How to close your ISA

7.1 You may close your ISA at any time by giving prior written notice of your intention to do so and such notice is in a form acceptable to us.

7.2 Your ISA will be closed as soon as we receive your written request. This will not affect transactions, such as tax claims from HMRC, which we have already started on your behalf.

7.3 Upon closing your ISA, all outstanding charges in respect of your ISA, any Policies in your ISA will become immediately due and payable and will be deducted prior to payment. In addition, we will retain such amount as we determine appropriate in order to satisfy any potential tax liability for which we must account to HMRC under the regulations.

7.4 Any Policies held in your ISA will be surrendered and the Policies will be encashed using the next working days unit prices following receipt of your request. The closing balance of your ISA will normally be paid to you by cheque or bank transfer within three working days of carrying out the required transactions and after deducting any applicable charges as set out above.

When can Countrywide Assured close your ISA

7.5 We have discretion to close your ISA for any reason by giving you 30 days' prior written notice.

7.6 We reserve the right to close your ISA upon 30 days' notice, if the total value of the investments remaining in your ISA falls below our minimum required amount from time to time.

7.7 We will notify you if we are obliged to close your ISA immediately, in the following circumstances:

- it no longer remains possible for us to administer it in accordance with the regulations;
- if your ISA has or will become void under the regulations for any reason including a breach of the regulations caused by our act or omission or yours;
- you notify us, or we receive notice from HMRC that you were not eligible to invest via an ISA in one or more tax years;
- HMRC notify you if all, or part of your ISA is no longer exempt from tax for failing to satisfy the regulations.

7.8 Upon receiving our notification of closure of your ISA, you will then have the option to transfer your ISA to another ISA and provided you promptly submit a transfer form. We will endeavour to transfer all rights and obligations in respect of your ISA to another ISA manager of your choice, within 30 days of receiving your transfer form subject to fulfilment of our conditions of transfer. If we fail to receive a duly completed transfer form from you within such time as we may specify, or if you do not wish to transfer to another ISA manager, then we will close your ISA.

7.9 Upon closure of your whole ISA then on the next appropriate working day, we will encash all Policies and sell the insured funds held. All outstanding charges in respect of your ISA, any Policies in your ISA will become immediately due and payable and will be deducted prior to payment. In addition, we will retain such amount as we determine appropriate in order to satisfy any potential tax liability for which we must account to HMRC under the regulations. The amount representing the closing balance of your ISA, will be sent to you by cheque.

7.10 If only part of the investments in your ISA are no longer exempt from tax (an 'invalid investment'), whether as a result of a determination by HMRC or by us, where possible, no later than the next working day after we are made aware of the invalid investment, we will encash the whole of any Policy that is an invalid investment under the ISA.

7.11 Where a Policy is encashed in whole or in part, the Life Company will determine the value of the Policy using the unit prices prevailing on the working day the ISA, or Account, as the case may be, is closed.

7.12 We will not be liable to you for any loss, liability or damage you may suffer or incur if we close your ISA, or carry out a repair of any part of your ISA in accordance with these Terms.

8. Closure of ISA upon Death

What happens if you die before the ISA ends.

8.1 When we receive written notice of your death, your ISA will be closed and no further tax benefits will accrue.

8.2 A claim will be made to the Life Company for the death benefit payable under any Policies held in your ISA. The amount of the death benefit will be 100.1% of the value of units remaining allocated to your Policy. The Life Company will calculate the value of units using the unit prices effective for the next working day after we receive written notice of your death.

8.3 All proceeds of your ISA will be payable to, or at the direction of, your legal personal representatives once they have established, to our satisfaction, their legal title to payment. We will require your legal personal representatives to send us your original death certificate, together with a grant of probate/letters of administration before any payment can be made. Payment of death benefit will be made when all the requirements of the Life Company have been met in accordance with the terms of the Master policy.

8.4 If there are any charges in respect of your ISA, outstanding at the date of death, we will deduct these from the proceeds of your ISA before payment of the balance to your legal personal representatives.

8.5 These Terms are binding upon your legal personal representatives and will continue to apply during the transfer of proceeds to them and until we have completed all outstanding transactions and fulfilled all our liabilities in respect of your ISA.

While no one likes thinking about financial and inheritance planning in the event of their death, it is important that you consider making arrangements and write a will so it is clear who you wish to benefit from your estate. Financial planning can help ensure inheritance tax liability is reduced and ease the burden on your loved ones if you pass away.

9. General

Including how we process your requests, transactions and effective dates.

Account schedule and Account statements

9.1 We will maintain a record of all Accounts. We issued to you an Account schedule for each Account that we established for you. We will send you at yearly intervals or such other frequency as we determine appropriate, a statement giving details of the assets under your ISA at the date of such Account statement.

Terms

9.2 It is strongly recommended that you read these Terms together with other information we have provided to you about the ISA, particularly the Key features document at commencement. In the event of any inconsistency between these Terms and any other information we have provided to you, these Terms will take precedence. If these Terms conflict with the regulations, however, the regulations take precedence.

9.3 These Terms set out the full extent of your obligations owed to us as your ISA manager. You also have an obligation to comply with the regulations when you open an ISA. All the terms and conditions of a Policy held within the ISA are contained in these Terms (together with the Master policy).

9.4 We may modify or amend these Terms subject to section 10 below. You cannot modify or amend your obligations under these Terms other than by written agreement with us. In certain circumstances, there may be a failure or delay on our part in exercising a right we have under these Terms. This will not act as a waiver of that right. If we exercise a right under these Terms only once or partially, this will not preclude us from any further exercise of that right or such other rights we have under these Terms. Where we refer to a statute or regulation, this includes any changes to it or re-enactments which may be made from time to time.

Taxation

9.5 You authorise us to apply to HMRC on your behalf, as we determine appropriate, to make the necessary claims, conduct appeals, agree and pay on your behalf any liabilities for and reliefs from tax in respect of your ISA, any Account or individual investments. You authorise us to provide HMRC with all relevant information and documentation about you and your ISA.

9.6 ISA investments are not currently subject to personal taxes. All income and capital growth produced is free of any UK income and capital gains tax.

9.7 If we become aware of a failure to comply with the regulations, we will notify you if this causes your ISA to become void and therefore no longer exempt from tax.

9.8 The value of any tax benefit is dependent on your personal circumstances. The tax position of ISAs is that which applies currently and is subject to legislative change.

Indemnity

9.9 You and your legal personal representatives agree to indemnify Countrywide Assured and keep us indemnified at all times in respect of all taxes which may arise in connection with any subscriptions, any transfers or investments under your ISA, or any transactions which may relate to your ISA, including without limitation, any transfers of an ISA in whole or in part, to or from your ISA or the closure of your ISA.

Borrowing and assignment not permitted

9.10 Your ISA cannot be used as security for a loan or any other obligation. You agree not to charge, pledge any part of your ISA or any rights relating to it, as security for a loan or other obligation. You agree to remain the sole beneficial owner of your ISA and all rights relating to it.

9.11 Your ISA cannot be assigned to any other person other than to your legal personal representatives on your death.

9.12 Please note that if you hold a Policy in your ISA, you may not assign the Policy and any rights in connection with the Policy, to any other person.

Conflicts of interest

9.13 During the investment under your ISA, conflicts of interest may arise between you and us, our employees, our associated companies or our representatives. To ensure we treat investors consistently and fairly, we are required to have a policy on how to identify and manage these conflicts. A summary of our policy is available on request.

9.14 We will use best endeavours to comply with our policy upon conflicts of interest. Notwithstanding this, we have the right to effect transactions in which we or any associated company might have a material interest or which might involve a conflict of interest. Neither we nor any associated company are liable to account to you for any profit, commission or other remuneration we or any associated company receive as a result of effecting such transactions.

Transferring our duties

9.15 You consent and agree that we may at any time transfer to any company within the Chesnara Group, all or any of our rights and obligations under these Terms. We will obtain such regulatory approval as necessary in these circumstances. We will notify you of any such transfer.

9.16 We may, at our absolute discretion, appoint another company to be the ISA manager. We will exercise this discretion reasonably and give you at least one months' notice of any change. The new ISA manager must be authorised and approved by the FCA and HMRC for such business.

9.17 We may, at our absolute discretion, delegate any part of our duties under these Terms to another party if permissible under the regulations and we are satisfied that such party is competent to carry out such duties.

9.18 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Terms is competent to carry out the same.

Anti-money laundering requirements

9.19 We share with other firms in the financial services industry, a responsibility to comply with the money laundering regulations. As a result, in certain circumstances existing customers may be asked to provide proof of identity and bank payment details when making a withdrawal or encashing a Policy. We may also seek to verify identity and bank payment details electronically. Normally this will not result in any delay in carrying out instructions but if we request additional information, this may mean that instructions will not be carried out until the information is received. We may need to use reference agencies to search sources of information relating to you, or approach you for more information about your investment. If your identity cannot be verified to our satisfaction on any occasion that we seek such verification, we may refuse to carry out instructions on your behalf.

Third party rights

9.20 Nothing in these Terms confers or purports to confer on any person who is not a party to this contract a right under the Contracts (Rights of Third Parties) Act 1999, to enforce any of these Terms.

Liability for loss

9.21 We will exercise due skill, care and diligence in the management of your ISA. We will not be liable to you for:

- any loss, costs, or claims, which may be suffered or incurred by or arising from the depreciation in value of your ISA;
- any loss, costs, or claims, which may be suffered or incurred by or arising from the closure of your ISA;
- our acts or omissions or those of any third party, except if they arise as a result of our fraud, negligence or wilful default. This limitation of liability is subject to FCA rules and does not apply to any liability which cannot be excluded or restricted by law.

Address for notices, requests etc.

9.22 Any notice, instruction, or other communication to be given by us to you, will be made in writing to your last address held on our records. Any such written communication which we post to you, will be treated as if you have received it, two days after posting.

9.23 For your own protection and also for our own training purposes, telephone calls may be recorded. We may telephone you to discuss your ISA at a reasonable time of day without an express invitation from you to do so.

9.24 All notices and communications to us must be in writing and sent by post, unless we state in the relevant condition or at the time of communication that another form of communication such as email is acceptable to us.

9.25 Certain procedures and forms are used when any change to your ISA or payment is to be made. forms and any other documents must be sent to our head office unless you are asked to do otherwise. Changes and payments will only be made when all procedures have been completed. For this purpose, we reserve the right, where any requirements are met at or after 2pm hours on a working day, to deem those requirements to have been received on the following working day.

9.26 Where we receive an instruction in respect of any aspect of your ISA which is unclear or ambiguous, we will contact you. The Life Company reserve the right to take no action until we have received clarification from you.

What happens to my cash?

9.27 Any money held in the CASFS Designated Client Money Account will be held as client money in accordance with the FCA's rules.

9.28 In certain circumstances, CASFS may hold money for you, which has been allocated to you but has not been claimed by you. CASFS reserves the right to cease treating unclaimed monies as client money under the FCA's rules provided CASFS have taken the appropriate steps (as defined by the FCA) to trace and return such monies to you.

9.29 Provided the steps outlined by the FCA have been taken and we continue to act reasonably and fairly, we may pay such monies to a registered charity. You should note that we undertake to make good any valid claim against monies that were released from being treated as client money, upon the provision by you of information to evidence the validity of any claim.

9.30 You agree that CASFS may transfer any client money it holds for you to another firm (whether within the same corporate group or not) as part of transferring all or part of its business to that firm (for example, if CASFS is involved in a group reorganisation or another person is acquiring all or part of its business) and that we do not need to obtain a separate additional consent from you in advance of the transfer to the recipient firm provided we have put arrangements in place for the transfer in accordance with the FCA's rules, including ensuring that:

(a) the client money being transferred relates to the business being transferred;

(b) the firm to whom we transfer your client money will be required to return your client money held with them as soon as practicable on your request; and

(c) the firm to which we have transferred your client money will hold it in accordance with the FCA's client money rules (in so far as they apply to that firm) until they return your client money or, if the FCA's client money rules do not apply to that person, that CASFS will take appropriate steps to satisfy itself that appropriate measures will be put in place to protect your client money until it is returned.

10. Changes to these Terms

When and how we will amend these Terms and/or product charges.

10.1 We can amend any of the Terms on which we provide our services to you or in respect of your ISA by giving you at least 30 days' written notice, unless shorter notice is required in order for us to comply with applicable laws and/or the regulator's rules. This would be for reasons such as:

- to make them fairer and/or more easily understandable;
- to correct a mistake (provided that this correction would not adversely affect you);
- to reflect a change in the law or any regulation (or the way in which they are applied);
- to reflect a change in technology, to cover an improvement or change in our services or in the facilities that we provide;
- to reflect a change in market conditions or the overall cost of providing our services to our client;
- to ensure the good management or competitiveness of our business.

10.2 We may transfer our rights under these Terms to any associate (as defined in the regulator's rules) and arrange on your behalf for it to assume our obligations to you so long as the associate is appropriately authorised and is bound by the regulator's rules of conduct in the context of investment business. We will advise you in advance if this happens, let you know the name of the associate and provide you with a right to withdraw. If you do not withdraw from these Terms, you agree that we will be released from our obligations to you once this has been done, and that these Terms will apply to the provision of services by the associate as if it were a party to these Terms.

10.3 Our charges as set out in these Terms may be subject to change due to a number of reasons. Therefore, we reserve the right to vary our charges where we believe it is necessary, fair and reasonable to do so. This may include, for example:

- changes to the way or manner in which we provide our services (including changes in technology) or to reflect any changes in the cost of providing our services;
- to reflect market conditions and general good industry practice;
- to take account of changes to the law and/or regulation and/or codes of practice and/or the way in which we are regulated; or
- to take account of a decision by any court, ombudsman, regulator or similar.

10.4 Where we decide to vary our charges in the manner described above, we will only do so where we have provided you with a reasonable period of advance notice. We would anticipate that in most cases we would communicate any changes to our charges in writing to you no less than one calendar month before those changes take effect. However, such advance notice may not be possible where a charge or levy is imposed as a consequence of legal or regulatory change. You should note that we will not give advance notice of any increase in charges where such increase is, in our reasonable opinion, likely to result in an increase of a de minimis amount. For these purposes we consider a de minimis amount to be £10 (ten pounds).

Appendix A: Acceptance of your application

A.1 These Terms came into effect when we notified you in writing that your application form and subscription, or transfer form had been accepted by us. The Terms are binding upon you but you did have a right to cancel at the time of application. For your application to have been acceptable, we have explained below the conditions which must have been fulfilled in respect of your eligibility, application and subscription.

A.2 Countrywide Assured entered into this contract on the understanding that all of the information given to us in connection with your application form or transfer form was correct. If this is not the case, the tax benefits under your ISA may be affected and in some cases may be lost.

Eligibility

A.3 Under the regulations, in order to have subscribed to the ISA you had to fulfil the following conditions concerning age and where you lived:

- you must have been age 18 or over when you opened the ISA;
- if you invested in a Policy you must not have been over the age of 80;
- you must have been resident and ordinarily resident in the UK;
- if you were not resident in the UK, you only qualified to invest in an ISA if you were a crown employee serving overseas (and paid out of the revenue of the UK) or the spouse or civil partner of a crown employee serving overseas.

A.4 Under the regulations, your investment in the ISA is restricted in that you could not have subscribed to another stocks and shares ISA in the same tax year and not have exceeded the ISA limit at the time of making any subscriptions.

A.5 It is your responsibility to ensure that the information you provided is correct. We are entitled to rely upon the information in your application and to assume that it is correct. If it is not correct, your benefits may be affected and in some cases, your ISA may become void.

A.6 Your application covered the first tax year in which you subscribed to your ISA. Your application also covered subsequent tax years provided you continued to subscribe to your ISA up to the 5 April 2013. Accordingly, in subsequent tax years you did not need to submit a further application form, unless you had not made any subscriptions to your ISA throughout a whole tax year, in which case, you needed to reapply by submitting a new application form.

Your ISA

A.7 Your ISA commenced upon our written confirmation that your application is acceptable and your subscription had been received. If your application and subscription were received on a day which was not a working day, or if it was received on a working day but after our prescribed time limits, we only accepted your application and subscription and opened your ISA, on the next working day.

A.8 Your ISA consists of one or more Accounts depending upon the tax year or whether you transferred in an ISA. An Account was established for each tax year in which you made subscriptions to your ISA. Similarly, if you transferred an ISA to us, separate Accounts were established for the funds transferred.

A.9 If you chose to invest your subscriptions in a Policy for more than one tax year, your Accounts will show that a separate Policy is issued per tax year. Similarly, if you have transferred an ISA to us, the transfer-in value will be held as separate Policies.

Allocation of units in insured funds

A.10 You selected on the application form (or transfer form if applicable) one or more insured funds (subject to the maximum of 10) in which you initially wished to invest your subscription. The Life Company allocated to your Policy units in such insured fund(s) using unit prices effective for the day after we confirmed our acceptance of your application and subscription. Where you selected more than one insured fund, the Life Company allocated units in the proportions that you requested. In the absence of subsequent instructions to the contrary the Life Company allocated units in respect of any additional subscription or transfer-in value in accordance with written instructions previously received from you.

A.11 The combined total value of units allocated to all of your Policies in respect of your initial subscription and/or transfer-in value was an amount that varied depending upon the charges applicable to your subscription and/or transfer-in value (see the section about 'Charges' in these Terms).

Appendix B: Subscriptions

Your subscription could have consisted of a single lump sum payment made on one, or more occasions, or regular subscriptions.

Single subscription

B.1 A single lump sum subscription could be made at any time but by cheque only. We did not accept cash payments. The date we received and accepted your cheque was the date your subscription was made. If your cheque was received on a day which was not a working day, or if it was received on a working day but after our prescribed time limits, we only accepted your cheque on the next working day.

B.2 A single lump sum subscription was allocated to the Account for the tax year in which it is received provided we received your cheque before the close of business on 5th April for such tax year (and the cheque subsequently cleared on first presentation).

B.3 If a subscription made by cheque was returned un-cleared for any reason, we reserved the right to cancel any investments under the ISA that we made on your behalf in relation to that subscription. If it was the first subscription, then we reserved the right to close your ISA. Accordingly, if your subscription was used to purchase units in a Policy we cancelled the units in the Policy. You will have been charged for any transaction costs that may have been incurred in such process. If the value received for an asset was less than the price paid for it, you would have been charged the difference. If the value received was greater than the price paid, we retained the difference.

Regular subscription

B.4 Regular subscriptions could only be made by bank or building society direct debit. Regular subscriptions were allocated to the Account for the tax year in which we drew on the direct debit.

B.5 Regular subscriptions were collected monthly (or annually), on or shortly after the 6th day of each month (or the 6th day of the first month in a tax year). Regular subscriptions could be collected at such other dates, or frequency if agreed with us.

B.6 We continued to collect your subscriptions by direct debit until either, (a) we received your written instructions to stop, (b) we were unable to collect a monthly (or annual) subscription amount for any reason or (c) we ceased accepting subscriptions on 5 April 2013.

B.7 You could have reduced, increased or stopped your regular subscriptions at any time when subscriptions were accepted into the Policy. But if you did, we must have received written notice of any changes to your direct debit at least ten working days before the next payment was due otherwise we may not have been able to stop that payment.

B.8 If your regular subscriptions continued to be received beyond a tax year, you were deemed to have established a new Account for the new tax year. If you invested in a Policy, a new Policy was established for each tax year in which subscriptions for investment in a Policy were received. Notwithstanding that a new Account and new Policy is established in each tax year in this way, each such Account and Policy is subject to these Terms and the information provided in your original application will continue to apply. You did not have to make a fresh application for the ISA each tax year, (unless you have not made any subscriptions during the previous tax year).

Conditions affecting all subscriptions

B.9 The sum total of all subscriptions in any tax year must not have exceeded the ISA limit. The ISA limit was stated in the Key features document issued at the time of making the subscription. If your total subscriptions in a tax year equalled the ISA limit, no further subscriptions were accepted into your ISA for that tax year.

B.10 The total amount of your initial subscription was recorded in your Account schedule. If you made regular subscriptions their frequency was also recorded on the Account schedule. You received a new Account schedule for subscriptions that continued beyond the end of a tax year.

B.11 We returned, without interest, any part of a subscription received for your ISA that was in excess of the ISA limit. The refund was made after we were certain of cleared funds in respect of your overpayment.

B.12 Each subscription could not have been below our minimum allowable amount for single or regular subscriptions as applicable. The minimum allowable amount for single or regular subscriptions was stated in the application form.

B.13 After your first subscription, we would have drawn your attention to the fact that you are not under any obligation to make any further subscription into your ISA. If, however, you did not make any subscriptions for a whole tax year, we did not establish an Account for that tax year and then you would have had to re-apply for an ISA if you subsequently wished to recommence subscriptions in a later tax year. Similarly, if you held a Policy in your ISA, after the first premium is paid in respect of this Policy, you were under no obligation to direct any further subscriptions towards the Policy.

B.14 All subscriptions must have been from your own resources and we reserved the right to reject a payment if we were not satisfied this was the case.

B.15 If we accepted a subscription or transfer for investment in a Policy, we applied each payment received, subject to these Terms, to purchase units in the insured funds in the proportions you specified in your application form, unless we received new written instructions from you in a form acceptable to us and within sufficient time for us to implement those instructions.

B.16 We could at our discretion, refuse to accept any further subscriptions or transfers to your ISA and from 5 April 2013, the product was closed to new business and no further subscriptions could be made.

B.17 Any cash payment made by you to the ISA must have been made and held in sterling.

Appendix C: Cancellation rights

C.1 Cancellation rights described in this section would not have applied to you if you approached us direct and took out your ISA without any face-to-face advice from a financial adviser.

C.2 The cancellation rights described in this section were provided to you pursuant to the rules of the FCA. The purpose was to allow you to change your mind after you had been advised by a financial adviser and shortly after you entered the contract with us, provided you acted within the time-limit explained below. These rights were subject to any modifications which may have been introduced by the FCA and with which we are obliged to comply.

C.3 If you were sold the ISA by your financial adviser, you had the right to cancel your ISA within 30 days of the date of receiving written notification of your cancellation rights. We sent this notice to you by post at such time as we determined appropriate. This was usually promptly after your ISA had been set up and we had received either your subscription or the transfer payment in respect of your previous ISA. If you wished to cancel, you must have completed the appropriate cancellation notice and sent it to us before the end of the 30 day period.

C.4 In addition, you had a right to cancel any Policy within 30 days of its commencement. This period ran concurrently with the 30-day cancellation period for your Account. If, however, your Policy commenced at a different date to commencement of your Account, notification of your cancellation rights was sent to you upon commencement of such Policy.

C.5 If we received your cancellation notice within the above time limit, your Account was closed and your investment returned to you. Please note that if you exercised your right to cancel, you may not have got a full refund of your original investment. This is because the value of your original investment may have fallen by the day we received your cancellation notice and an amount equal to such fall in value will have been deducted from the refund.

C.6 If you applied to transfer an ISA from another ISA manager and you exercised the right to cancel, your Account was closed and your investment was either returned to you, transferred back to the original ISA manager or transferred to a new ISA manager. You may not have got a full refund of your original investment. This is because the value of your original investment may have fallen by the day we received your cancellation notice and an amount equal to such fall in value was deducted from the refund.

C.7 Moreover, provided we received your cancellation notice within the above time-limit, then your cancelled subscription or cancelled transfer, as the case may be, did not count as a subscription to an ISA and you remained eligible to invest in another Stocks and Shares ISA in the same tax year.

C.8 Refunds for a cancellation were made once we had cleared funds in respect of your investment (banks and building societies may take up to 21 working days to fully honour any payment). Any refund was returned to the original source of the payment except in exceptional circumstances.

C.9 Please note, for regular subscriptions, it was only the initial payment that you chose to make that will have had the benefit of these cancellation rights. If you increased the level of regular subscriptions, you will not have had the right to cancel the increase in the subscription once it had been received. Under FCA rules, cancellation rights would also have applied to the initial regular subscription to a Policy in each tax year.

Appendix D: Transfer-in

D.1 You could have transferred to us a Stocks and Shares ISA or Cash ISA with another ISA manager for previous tax years, provided that each of the following conditions were satisfied:

- we received a transfer form duly completed by you and you provided such additional information in respect of your previous ISA as we required. If your transfer form was received on a day which was not a working day, or received on a working day but after our prescribed time limits, we only accepted your transfer form on the next working day.
- if you transferred to us tax year ISA subscriptions, you must have transferred in whole (and not just in part) all of your tax year ISA subscriptions, all the investments purchased with those subscriptions and any income arising on those investments

D.2 The transfer must have been in the form of a payment by cheque or bank transfer from your previous ISA manager, made payable to us

D.3 The transfer-in value of the ISA which you transferred must not have been less than our minimum amount as prescribed at the time.

D.4 Upon our acceptance of your transfer form, you became subject to these Terms. We set up your ISA once we received the transfer-in value from your previous ISA manager. We endeavoured to complete the transfer within 30 days after receipt of your transfer form, subject to agreement with your previous ISA manager.

D.5 We issued an Account schedule for the transfer-in value and invested the transfer-in value in respect of subscriptions made prior to the tax year of setting up your Countrywide Assured ISA in multiple Policies. An Account was established for each Policy. The number of Policies and the amount of the transfer-in value allocated to each Policy was determined by the Life Company in its absolute discretion. Any part of the transfer-in value in respect of subscriptions made in the tax year your Countrywide Assured ISA was set up were allocated to the Account to which subscriptions to your ISA were being made in the current tax year, or to which they were made if you have not yet started making subscriptions.

D.6 If the transfer-in value was derived from subscriptions paid in the tax year that your Countrywide Assured ISA was set up and in previous tax years we determined the amount that related to the tax year when your Countrywide Assured ISA was set up based on information provided by your previous ISA manager as to the amount that you subscribed in the tax year.

D.7 Whenever a transfer-in value was allocated to a Policy, the choice of insured funds for each Policy and proportions invested in each insured fund were in accordance with your written instructions on your transfer form. However, if the transfer-in value included an amount from subscriptions in the tax year that your Countrywide Assured ISA was set up, the total number of funds in which you could invest subscriptions and the transfer-in value was subject to a maximum of ten insured funds.

D.8 After the transfer took place, if we subsequently received distributions or tax credits generated by the transferring ISA manager, in amounts equal to or in excess of £50, such amounts were automatically invested in your ISA in accordance with the investment instructions in your transfer form. If we received a transfer amount of less than £50, this was returned to the transferring ISA manager for distribution to you.

Appendix E: Payments made to your financial adviser - commission on subscriptions

E.1 Commission may have been paid to your financial adviser for their services to you. The way in which the commission was paid and the rate of commission depended upon the request made by your financial adviser and agreed by you in the application form, or transfer form. It was also consistent with the basis described in the personal illustration, if you were provided with one via your financial adviser prior to making your application. If, at any time, you agreed with your financial adviser to change the method, or rate of commission to your ISA or to an Account, this variation was only applied by us to your ISA or Account, if we granted our prior written consent at that time.

E.2 Commission on subscriptions was paid in either of the following ways:

- by deduction from a subscription or transfer-in value before such payment was allocated to the Account. The amount deducted was calculated as a fixed percentage of all initial subscriptions, any additional subscriptions and any transfer-in value allocated to an Account; the percentage was determined by reference to the level of commission paid to your financial adviser for investment in the Account; the amount of the deduction from each payment is equal to the commission paid (this is called 'standard commission charge'); or
- by 60 consecutive equal monthly deductions from the value of assets in your Account, made on the last working day of every calendar month; the amounts deducted over this period were calculated in accordance with a published scale (this is called 'establishment charge'). Please note that the option of establishment charge was not available for regular subscriptions.

Standard commission charge

E.3 If the standard commission charge was selected, it applied to subscriptions irrespective of whether they were paid on a regular or ad hoc basis. For regular subscriptions, the standard commission charge applied to the continued payment of those subscriptions even though they were paid into a new Account established for each subsequent tax year and the same standard commission charge also applied to any further single subscriptions and any increases to the amount of regular subscriptions.

E.4 The standard commission charge was deducted by reducing the allocable subscription accordingly. The table below shows the levels of standard commission charge that could apply and the maximum level of fund based renewal commission for each level.

Level of standard commission charge (% of initial premium)	Allocable premium %	Maximum fund based renewal commission (% of fund value)
0%	100%	1.5%
1%	99%	1.5%
2%	98%	1.5%
3%	97%	1.5%
4%	96%	1.5%
5%	95%	1.5%

Establishment charge

E.5 If the establishment charge was selected, it was deducted from the assets in your Account by the Life Company cancelling the appropriate number of units, using unit prices effective on the monthly deduction date.

E.6 An early surrender charge only applied if the establishment charge has been selected and you made a withdrawal within five years of a subscription to which it applies, or you made a transfer out of your Account within such time.

E.7 The early surrender charge applied in respect of the full withdrawal from an Account or in respect of the transfer of the Account in full.

E.8 The early surrender charge was the equivalent to the amount of any outstanding establishment charge that remained to be deducted in respect of that Account. The amount of this charge was deducted prior to payment.

E.9 If you made a partial withdrawal, a regular withdrawal, or a partial transfer from an Account and the remaining value of the Account on the proposed withdrawal date, was greater than the outstanding establishment charge, the withdrawal (or partial transfer as the case maybe) was allowed without any deduction in respect of this charge.

E.10 If you made a partial withdrawal, a regular withdrawal, or a partial transfer and the remaining value of the Account on the proposed withdrawal date, was less than the outstanding establishment charge in respect of that Account, the partial withdrawal (or partial transfer as the case maybe) was treated as a full withdrawal (or full transfer) of the Account and the early surrender charge applied and was deducted prior to payment.

E.11 The full premium is allocated to the Account and this option is not available for regular subscriptions. The table below shows how the establishment charge and early surrender charge was calculated.

Level of initial commission (% of initial premium)	Allocable premium %	Maximum fund based renewal commission (% of fund value)	Monthly establishment charge (% of initial premium) recovered monthly in arrears	Early surrender charge (% of initial premium)
0%	100%	1.5%	0.00%	0.0%
1%	100%	1.5%	0.018%	1.08%
2%	100%	1.5%	0.036%	2.16%
3%	100%	1.5%	0.054%	3.24%
4%	100%	1.5%	0.072%	4.32%
5%	100%	1.5%	0.090%	5.40%

Appendix F: Payments made to your financial adviser – commission on insured funds under a Policy

F.1 Your financial adviser may have charged an annual rate of commission that was applied as a percentage of the value of the investments in your Account called fund based renewal commission. If fund based renewal commission was selected, we calculated the amount of commission payable to your financial adviser quarterly on the last working day of each calendar quarter for an Account, by multiplying the value of the number of units then remaining allocated to your Policy by one quarter of the agreed annual rate of commission. This charge was deducted from your Accounts on each calendar quarter date, by cancelling units of your Policy using unit prices effective on that day and/ or by making a deduction from any cash holding in your ISA on that day.

F.2 Where an Account was established in a new tax year for continuing regular subscriptions, the rate of fund based renewal commission applied was the same as that which applied to the previous tax year's Account for the regular subscriptions. Similarly, in respect of ad hoc subscriptions to an Account established in a new tax year, the same rate of fund based renewal commission applied as for the previous tax year's Account, unless otherwise agreed in writing by us.

F.3 Where a charge was deducted from a subscription or a transfer before it was allocated to your ISA, if the payment was applied to a Policy, the charge was deducted by the Life Company under the terms of the Master policy.

The Retail Distribution Review (RDR) introduced adviser charging on 31 December 2012. Any fees for financial advice and/or associated services are now agreed between clients and their financial adviser firm before advice is given. These 'adviser fees' are clearly separate from the product charges levied by provider firms.

Before RDR, the typical practice was for providers to pay financial adviser firms commission for recommending the provider's products. The amount of commission payable was disclosed to clients, who had the option to agree that is how their financial adviser should be paid.

Fund based renewal commission is no longer payable from 31 December 2017. The Countrywide Assured ISA does not facilitate adviser fees.

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