

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

The language we use

In this document, where we say 'You' or 'Your' this means the insured Member who owns this Lifetime ISA. Where we say either 'We', 'Us' or 'Our' this refers to Unity Mutual.

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

1. What is the Lifetime ISA?

- a. A Lifetime ISA (LISA) is specifically designed to help you save for your first home or for later life. As with all ISAs, it is a tax-efficient way in which you can save without having to pay any Income or Capital Gains tax.
- b. Any payments attract a Government Bonus which is added to your investment. There is a Government charge for withdrawals before age 60 if not for purchase of your first home.
- c. The total amount that an individual can pay into a LISA each tax year can be found on our website. This limit forms part of the total ISA subscription limit. A LISA operated in accordance with the Rules and Regulations.
- d. Our LISA is classed as a Stocks & Shares Lifetime ISA, however it operates in the same way as a Cash Lifetime ISA.

2. Eligibility / opening the Lifetime ISA

- a. You must meet the following conditions in order to apply for a LISA;
 - i. You must be an individual aged between 18 and 39;
 - ii. You must make a payment before your 40th birthday in order to open the Account. You must not have exceeded the overall subscription limit to a LISA in the current tax year;
 - iii. You must not hold a LISA that you have made contributions to in the current tax year, unless you are transferring the LISA into the account you are applying for;
- iv. You must be resident in the UK. You will be 'resident' if you have spent a minimum of 183 days in the UK in each of the last 3 calendar years immediately prior to the date of signing the application;

OR

You perform duties which by virtue of the Income Tax (Earnings and Pensions) Act 2003 (Crown employees serving overseas) are treated as being performed in the UK;

OR

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

You must inform us if you no longer meet the residence qualification. The UK does not include the Channel Islands or the Isle of Man.
- b. A completed application form is required to open a LISA.
- c. Joint accounts are not permitted.
- d. You can only hold one LISA with us at any time.
- e. You can apply online on our website at unitymutual.co.uk. Alternatively, you can email us at sales@unitymutual.co.uk and we can post an application form to you.
- f. Once opened the LISA Investments shall be, and remain in the beneficial ownership of the Account holder, and the Account holder will be a member of the Society.
- g. The LISA cannot be assigned to anyone else and cannot be used as security for a loan.
- h. You can open a LISA with a lump sum investment from £50 or set up a regular Direct Debit from £10 a month subject to the current HM Revenue and Customs limits.
- i. We reserve the right to reject any application.

3. Your right to cancel

- a. You have 30 days of receipt of your application to cancel your [LISA](#). A full refund of any payment made into the [LISA](#) will be returned.
- b. If you want to cancel please contact us by phone, in writing or by completing the cancellation form within the [Policy Documents](#). This can be sent by email (either a scan or take a photo) to insure@unitymutual.co.uk. Alternatively you can post it to **FREEPOST UNITY MUTUAL** (please note this is the full address).

4. Investment

- a. The [LISA](#) invests in our [Unity Mutual Property Saver Fund](#), which provides you with a guaranteed return over each tax year.
- b. The [Account](#) includes investments and any cash balances, all income and other rights, and the benefit of any tax relief in respect of such investments.
- c. Once your application has been processed your funds will be invested straight away.
- d. We will automatically reinvest all income in respect of Account investments net of any tax liability.

5. Interest rates

- a. Interest is earned on a daily basis.
- b. Interest rates are set in March each year for the next tax year. The reasons for changing the interest rate could be:
 - i. To enable us to respond to changes in the return on the underlying investments, either in relation to the past or expected future returns;
 - ii. Changes in the economic environment, including market volatility in bond, equity and property markets;
 - iii. To enable us to respond to actual or reasonably expected changes to the cost of running our business;
 - iv. To protect the financial strength of Unity Mutual, in the interest of all our customers; or;

- v. To reflect, where appropriate, changes in market rates on other financial services products
- c. This list is not exhaustive, and is only intended to give an example of the type of reasons that might result in changes.
- d. Where interest rates are changed we will give you notice as follows:
 - i. Where we reduce an interest rate and the balance of your account is £100 or more, we will give you at least 14 days' prior written notice;
 - ii. If we increase an interest rate we will notify you via our website as soon as possible following the increase.

6. Paying into your Lifetime ISA

- a. You can invest a single lump sum and/or monthly premiums into the [LISA](#) within HM Revenue and Customs limits.
- b. We accept payments by cheque, bank transfer, card payment or by Direct Debit.
- c. Once open you can make additional lump payments from £25 and Direct Debit payments from £10 per month or £120 per annum.
- d. The [LISA](#) limits are for each tax year, which starts on the 6th April and ends on 5th April the following year.
- e. The [LISA](#) limits are set by Government and are subject to change. Please check the limit for the year in which you invest. You can find the [LISA](#) allowance for each tax year on our website or alternatively you can call us on **0161 214 4650** or email us at insure@unitymutual.co.uk and we will be happy to help.
- f. If we receive a payment which takes the Account over the maximum limit within 14 calendar days of the end of the tax year, we will not invest the payment or the part of that payment that exceeds the limit. Instead, it will be held and invested as soon as the new tax year starts. At any other time, we will reject any payment or part of that payment that exceeds the limit and return it.

7. Government Bonus

- a. We will claim and administer the Government Bonus in accordance with the Regulations.
- b. Should HMRC decline to pay any Government Bonus we will not contest any such decision on your behalf. However, you will have the right to appeal any such decision directly to HMRC.
- c. We will apply to HMRC by the 19th of each month in respect of any qualifying payments into the account in the preceding month. Any Government Bonus will usually be applied to the account on the 27th of the month in which a successful submission is made.
- d. Should the 27th fall on a weekend or bank holiday, the Government Bonus will be applied to the account on the following working day after the 27th. For the purposes of the Government Bonus, a month runs from the 6th of one month to the 5th of the following month.

8. Withdrawals or closures

- a. If you make a withdrawal from your [LISA](#) it will be subject to a Government charge, unless it is classed as an authorised withdrawal.

Authorised withdrawals:

- b. Withdrawals for the purchase of your first home or for retirement are known as authorised withdrawals, they are not penalised, but can only be made 12 months after the first contribution has been received.
- c. You can make an authorised withdrawal for a house purchase if:
 - i. the value of the house being purchased with a mortgage is less than £450,000;
 - ii. it is your first property — if you have previously owned all or part of any property the withdrawal will not be authorised and will incur a penalty; and
 - iii. the property is in the UK
- d. In order to make an authorised withdrawal for retirement you must be aged 60 or over.
- e. You may also withdraw from your [LISA](#) if you are terminally ill.
- f. Once you have used your [LISA](#) to purchase your first property then you can keep your Account open and continue to save for retirement up to the age of 50. At age 50 you will no longer be

able to make payments into your LISA. You will be able to take authorised withdrawals from age 60.

Unauthorised withdrawals:

- g. As the Government wants to encourage saving, if you need to make a withdrawal for any other reason from a [LISA](#), a withdrawal penalty will be imposed.
- h. A withdrawal penalty of 25% of the withdrawal amount will be made for all unauthorised withdrawals. You should understand that:
 - i. the Government Withdrawal Charge recovers any Government Bonus and any investment growth on that bonus plus an additional amount; and
 - ii. if the Government Withdrawal Charge is incurred, you could receive back less than you paid in.
 - iii. Unity Mutual does not set the charge, and does not benefit from it, it is returned to the Government.
 - iv. For example, if you invest £4,000 and then received the Government Bonus of £1,000, the value of your [LISA](#) will be £5,000. If you then withdraw the whole £5,000, a Government Charge of £1,250 (25%) will be taken, meaning you will only receive £3,750.
- i. [Withdrawals](#) will be paid by bank transfer and can take up to 10 days to arrive in your account and will only be paid into a bank account in your name.

9. Transfers into your Lifetime ISA

- a. Transfers from an existing LISA to our LISA:
 - i. You can transfer a Lifetime ISAs between Lifetime ISA managers without incurring a withdrawal charge.
 - ii. There is no limit on the transfer amount. However you must transfer any current year payments in full to your new LISA manager.
 - iii. Your existing LISA manager will have 30 days after receiving the transfer request from us to send the proceeds of your existing LISA to us.

b. Transfer from an ISA to a Lifetime ISA:

- i. We accept full or partial **transfer** payments from other **ISAs** and **Matured CTFs** subject to the **ISA** rules and regulations and the current **ISA subscription limits**.
 - ii. If you are transferring from your current tax year, the full amount must be transferred (including any investment growth or interest arising from these payments) and this will continue to count towards your current **LISA subscription limit**.
 - iii. If you are transferring from any previous tax years (or previous birthday years for a **Matured CTF**) this will not count towards your current years' **ISA subscription limit**. The amount transferred (including any investment growth arising from these payments) will count towards the **LISA subscription limit**.
- c. We will only accept the monetary value of the transfer in and not the assets held within it. It is not possible to transfer other assets, such as shares, into the **LISA**.
- d. To **transfer** a **LISA/ISA/Matured CTF** to us, you will need to complete a Transfer In form. If for any reason you change your mind, you will have 30 days in which to cancel the transfer from receipt of a completed Transfer Application form. After this, the **transfer** will be processed.

10. Transfers out

- a. You can **transfer** your **LISA** to another **LISA** manager at any time. You can **transfer** the whole amount of the current tax year's **LISA subscription** and all or part of any previous years' subscriptions in accordance with the ISA regulations relating to transfers.
- b. If you wish to **transfer** your **LISA** to another manager, you should ask the new manager for a transfer form. Once we receive the completed form, **ISA** regulations state that we must transfer the money to them within 30 days.
- c. Your **LISA Account** investments will be sold and the proceeds transferred together with all rights and obligations free of charge (except charges such as stamp duty and other

dealing costs connected with the disposal or acquisition of investments) to the new provider.

- d. We will only send transfers in monetary form. It is not possible to transfer other assets, such as shares.
- e. Please note, should you close your **LISA** and transfer the money yourself you will be charged for withdrawing your money and will likely lose the tax exemption (see section 7).

11. Purchasing your first home

- a. You may use the full or partial value of your **Account** to purchase your first home. This is classed as an Authorised withdrawal and no Government Withdrawal Charge will be payable provided all of the following criteria are met:
 - i. You must be a first-time buyer of a residential property in the UK. You can buy a property on your own, with another first-time buyer or with an individual who is not a first-time buyer. If you're buying a home with someone who has owned a property before they don't count as a first-time buyer. But you can still put your own **LISA** proceeds towards the deposit of the home you're buying together.
 - ii. The purchase price of the property cannot exceed the current maximum property value set by Government which can be found at www.gov.uk/lifetime-isa
 - iii. The withdrawal is less than the purchase price of the residential property.
 - iv. The purchase is expected to complete within 90 days of withdrawing funds from a **LISA**.
 - v. You will live in the property as your main residence.
 - vi. You will purchase the property with a loan taken as a charge over the property for example a mortgage (excluding a 'Buy to Let Mortgage').
 - vii. Your **LISA** must have been in force at least 12 months since you made the first payment before you withdraw the funds.
 - viii. The purchase must be of a legal interest in land. Therefore purchases of property such as houseboats do not qualify.

- b. To use your funds to purchase a house we must have received completed and signed Investor and Conveyancer Declaration forms. It is important that the information on these forms is accurate and complete to avoid any delay in funds being released.
- c. Once we have received and processed your instructions and HMRC have authorised the release of funds, we will release the funds to your conveyancer by bank transfer. This may take up to 30 days.
- d. You may make multiple withdrawals from your Account for a property purchase. A new investor declaration and Conveyancer declaration needs to be completed for each withdrawal request.
- e. If the purchase of the property does not complete within 90 days of the withdrawal being made, your Conveyancer can apply to us for a 60 day extension.

Should the purchase not complete within that additional 60 day period (a total of 150 days), your Conveyancer may apply to us for a further 30 day extension.

Should the purchase not complete within that additional 30 day period (a total of 180 days), your Conveyancer will be required to return the funds to us so that we can return them to your [Account](#). Any funds not returned to us will be subject to a Government Withdrawal Charge.

Extension applications must be made by your Conveyancer in writing or by telephone within 10 working days of the expiry of the previous deadline.

12. Void accounts

- a. The Account will be managed in accordance with the Regulations, which take precedence over these Terms.
- b. We will notify you if, as a result of any failure to comply with the Regulations, the Account is or becomes void.

- c. When an Account is voided, we will sell the Account Investments and pay you the proceeds together with any cash balance held in the Account. We may deduct any charges or other amounts due to us. Should this withdrawal result in any tax becoming payable, it will be for you to account for such tax to HM Revenue and Customs.

13. Death

- a. In the event of death of the Account Holder the Account will pay 101% of the value of the [Account](#) at the date of death. In the event of your death, your estate would receive the proceeds of your [LISA](#).
- b. It is important for you to keep your [Policy Documents](#) safe and to let your next of kin know where to find them.
- c. The next of kin will need to contact us to register the death. They can contact us on [0161 214 4650](tel:01612144650). Alternatively, they can email us at claims@unitymutual.co.uk or write to us at [Claims Department, FREEPOST UNITY MUTUAL](#).
- d. Once we receive the original or certified copy of the death certificate, we will send out a Death Claim Declaration form to complete. Once complete they will need to return it along with the following documents:
 - Last Will and Testament
 - Grant of Probate or Letter of Administration
 - The original [Policy Documents](#) - If you are unable to find the original document(s), they can complete the Lost Policy Indemnity section on the Death Claim Declaration form.

14. Charges

- a. We do not charge to manage your [Account](#).

15. Tax

- a. We will make all necessary claims for tax relief relating to the [Account](#).
- b. The tax situation may change in the future. For further advice please refer to a Solicitor or qualified professional. We are not authorised to provide tax advice.

16. Contacting us

- a. If you have any questions about your [LISA](#) or you would like to discuss making any changes to your [LISA](#), you can contact us on:
 - By phone: [0161 214 4650](tel:01612144650)
 - In writing: [FREEPOST Unity Mutual](#)
 - By email: insure@unitymutual.co.uk

17. Complaints

- a. We hope that you never have a reason to complain but if you are unhappy with our services, please get in touch, as we may be able to resolve the issue without the need for a formal complaint.
- b. If you wish to make a formal complaint, you can contact by phone on [0161 214 4650](tel:01612144650), by email to complaint@unitymutual.co.uk or in writing using the details above.

Please include the following information, if relevant:

- Your full name, address and preferred contact number
 - The details of the [LISA](#) being complained about
 - A clear and concise overview of your complaint
 - Copies of any relevant documents (we don't need the originals)
 - If you are notifying us of your complaint in writing, please mark your letter or email 'Complaint' and keep a copy for your records.
- c. If you'd like a friend, relative or advisor to handle the complaint on your behalf, please confirm this to us verbally or in writing.

- d. If you are not satisfied with our response to the complaint, you can contact the Financial Ombudsman Service:

- By phone: 0800 023 4567 or 0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers from a mobile) Lines are open 8am to 5pm Monday to Friday and 9am to 1pm Saturday
- In writing: Exchange Tower, London E14 9SR
- By email: complaint.info@financial-ombudsman.org.uk
- Online at: financial-ombudsman.org.uk

- e. The Financial Ombudsman Service is an impartial service. It can examine your complaint and make a legally binding decision on what we should do. Making a complaint will not affect your right to take legal action.

18. Data protection

- a. We will make sure that any personal information that you share with us is kept safe. It will be used for setting up and administering your [LISA](#).
- b. We may be required by law to disclose information regarding you or your [LISA](#) to the regulatory authorities.
- c. We will not share your information with other third parties for marketing purposes.
- d. As an [Account Holder](#) of Unity Mutual we may wish to contact you in the future with information in relation to products that we believe may be of interest to you. These communications will relate to products and services that we offer that are similar or complimentary to the account you hold with us. Please rest assured we will never share your data with any third party without your consent. Your data is processed on a legitimate interest basis in relation to the communications you will receive.

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

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

19. Financial Services Compensation Scheme

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

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

20. Law and language

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

21. Liability

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

Any 
questions?

If you have any questions about this document you can contact us on

 **0161 214 4650**

 **insure@unitymutual.co.uk**

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

Account: The Lifetime ISA ([LISA](#)) held in your name.

Account holder: The [LISA](#) owner and member of the society.

Account Manager: Unity Mutual.

Business day: Any weekday excluding Bank holidays.

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

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

Commencement Date: This is the date we confirm that your [LISA](#) started from.

Government Bonus: A bonus paid on qualifying payments made into a [LISA](#). The amount of bonus paid is set by Government and expressed as a percentage of the qualifying payment.

HMRC: Her Majesty's Revenue & Customs.

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

Lifetime ISA: A Lifetime Individual Savings Account ([LISA](#)) managed under the Regulations.

Matured CTF: A Child Trust Fund where the Beneficial Owner has reached 18 years old and the account proceeds have become available for withdrawal or transfer to an [ISA](#) or [LISA](#).

Payments/Subscription: any monies, in sterling, to be applied to your [Account](#) from your own resources.

Policy Document: This is the document that we provide to you showing the details of your [LISA](#) such as [Account holder](#), [Account number](#), and [Commencement Date](#).

Price: The price of a unit in a fund. This is the price determined on a [Valuation Day](#).

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

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

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

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

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

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

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

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