

# LV= ISA (Series 1)

## Plan Conditions

Document reference: LV= ISA (S1) 1 (Plan inception from July 2022)



# Welcome to LV=, and to our LV= ISA

These **ISA Plan Conditions**, together with your **ISA Policy Schedule**, and any documents we send you confirming any changes to your ISA, form a contract between you and Liverpool Victoria Financial Services Limited.

If there are any inconsistencies between the **ISA Plan Conditions** and the **ISA Terms and Conditions**, the **ISA Terms and Conditions** will apply.

Please read 'Your guide to how we manage our unitised with-profits LV= ISA business' if you would like to invest in the Smoothed Managed Funds.

**These are important documents so please keep them in a safe place.**

In order to keep you updated on how your **Plan** is performing it's important that you let us have your up to date contact details if you take out an **LV= ISA**. For example, provide us with details if you move house during the term of the **Plan**. You can call us on **0800 6816292** or email us at **ISAAdmin@LV.com**.

This contract is signed on behalf of Liverpool Victoria Financial Services Limited on the **ISA Policy Schedule**. The **Plan** will start on the date stated in your initial **ISA Policy Schedule**.

You can get this and other documents from us in Braille, large print or on audio, by contacting us or your **Financial Adviser**.

## How we use your personal information

Find out how we use your personal information, and what rights you have by visiting [www.LV.com/data-protection/life](http://www.LV.com/data-protection/life).

This includes who we are, how long we hold your information, what we do with it and who we share it with.

# Definitions

This section explains what we mean when we use the words listed below in your **ISA Policy Schedule**, these **ISA Plan Conditions**, and any documents we send you to confirm any changes to your **Plan**.

We explain them because they may have other meanings in everyday use. We have highlighted these words in bold so you know when they apply (other than personal terms such as 'you' and 'we').

- **'You'** means the person who applied for this **LV= ISA** and/or who is legally entitled to claim any payment from it such as your representative, executor or next of kin. Where we use **'your'** it has the same meaning.
- **'We', 'us' or 'our'** means Liverpool Victoria Financial Services Limited (LV=). We are the ISA Manager for the **LV= ISA**.
- **'Adviser Charges'** means any money that you ask us to pay to your **Financial Adviser** on your behalf. Any initial **Adviser Charge** will be paid before any money is invested into a **Policy** within your **Plan**. Ongoing and ad-hoc **Adviser Charges** will be paid as withdrawals out of your **Plan**.
- **'Allocation Percentage'** means 100% of your **Premium** (after any initial **Adviser Charge** has been taken) is invested in your **Plan**.
- **'Annual Management Charge'** means the charge deducted from your **Plan** by cancelling **Units** to cover the cost of us managing your **Plan**. This charge is based on the value of each **Policy** within your **Plan** at the time the charge is taken.
- **'Assets'** means the different types of investments in each of the **Fund Options**. For example, stocks and shares, fixed interest investments, commercial property and cash. The percentage of each **Asset** in each of the **Fund Options** will change over time reflecting investment performance and the views of the asset management team.
- **'Averaged Price'** means the **Underlying Price** of the **Units** in your chosen **Fund Option**, averaged over the previous 26 weeks (roughly six months). We work out this average at least once a week and round it to the nearest 0.1 pence. This is sometimes referred to as 'Smoothing' in other documents.
- **'Cash In'** means closing a **Policy** or your **Plan** by taking out all of your money. This includes where you are closing a **Policy** or your **Plan** in order to **Transfer Out** to another ISA Manager.
- **'Crown servant'** means a person holding public office under the Crown and paid out of the public revenue of the UK including those stationed abroad.
- **'Exit Price'** means the price we use when we value or take away **Units** in your **Plan**, when:
  - You take money from your **Policy** or **Plan** or **Cash In**.
  - You want to know how much your **Policy** or **Plan** is worth.
  - A death claim is made.
  - We calculate whether a guarantee applies and **Units** need to be added.
  - You change your **Fund Option**.
  - We take charges from your **Plan**.
  - We pay any ongoing or ad-hoc **Adviser Charges** to your **Financial Adviser** on your behalf.
- **'Financial Adviser'** means a firm or individual authorised to provide advice and arrange or carry out investment transactions on your behalf and who has signed our terms of business. These **ISA Plan Conditions** assume that you invest using the services of a Financial Adviser.
- **'Fund Option'** means the investment fund option (as detailed in the 'Your guide to how we manage our unitised with-profits LV= ISA business') which has been chosen by you as an investment under the **Plan**, and which is shown in your **ISA Policy Schedule(s)**.
- **'Guarantee Charge'** means the charge taken to pay for a guarantee. We take this charge by cancelling units from your **Fund Option**.
- **'Guaranteed Amount'** is the amount that we guarantee to pay you at the end of the guarantee period. The **Guaranteed Amount** will reduce from the **Initial Guaranteed Amount** by any withdrawals (including **Adviser Charges**) since the guarantee was purchased.
- **'Guaranteed Policy'** means each individual **Policy** within the **LV= ISA** which has an active guarantee.
- **'Individual Savings Account (ISA)'** means an account issued to you under the **ISA Regulations**. See the **ISA Terms and Conditions** for more details about how we manage the account in which the **LV= ISA** is an investment.
- **'Initial Guaranteed Amount'** means the original amount that we guarantee to pay out:
  - When a guarantee is taken out on your initial or subsequent **Premium**, the **Initial Guaranteed Amount** will be the **Premium** after any initial **Adviser Charge** has been taken.
  - When a guarantee is taken out on expiry of an existing guarantee, the **Initial Guaranteed Amount** will be the fund value of the **Policy** at that time.
- **'ISA Allowance'** means the total amount you can save into **ISAs** in the current tax year.
- **'ISA Plan Conditions'** means the product conditions of your **Plan**, contained in this document.
- **'ISA Policy Schedule'** means a summary of the **Policy** you have taken out once your **Premium** has been invested. You'll receive an **ISA Policy Schedule** for every **Premium** you pay into your **Plan**.
- **'ISA Regulations'** means the Individual Savings Account Regulations (as amended from time to time).
- **'ISA Terms and Conditions'** means the Terms and Conditions of your Individual Savings Account. If there are any inconsistencies between these **ISA Plan Conditions** and the **ISA Terms and Conditions**, the **ISA Terms and Conditions** will apply.
- **'Last in First Out'** means the order in which **Policies**, held within your **Plan**, will be encashed when cancelling **Units**. By default **Policies** will be ordered as follows:
  - Each **Non-Guaranteed Policy** starting with the most recent set up working backwards to the first set up.
  - Each **Guaranteed Policy** starting with the most recent set up working backwards to the first set up.

Note that any **Mutual Bonus** policy will always be excluded from the '**Last in First Out**' ordering of policies to be encashed.

**Mutual Bonus** is only payable when the **Plan** is fully cashed in, or becomes payable on death.

- '**LV= ISA**' means the contract between you and us. It's a single **Plan** which may be made up of multiple **Policies**. This contract consists of the **ISA Policy Schedule(s)** and these **ISA Plan Conditions** and any documents we send to you to confirm changes to your **Plan** (such as if you change your **Fund Option**).
- '**Mutual Bonus**' is a bonus that may be payable when your **Plan** ends. It's designed to reward eligible with-profits members for their support of the development and growth of our business. You can find out more about this in our booklet 'Your guide to how we manage our unitised with-profits LV= ISA business'. Any **Mutual Bonus** amounts we add to your plan will always be held in a single **Mutual Bonus** policy, which will be separate from the other policies within your plan. No other investments or amounts can be paid into the **Mutual Bonus** policy.
- '**Non-Guaranteed Policies**' means the grouping together of each individual **Non-Guaranteed Policy** within the **LV= ISA** and is the total of all **Non-Guaranteed Policies** (including any **Policies** where the guarantee has since been removed). We do this when we need to use the **Last in First Out** approach to decide where to make withdrawals from.
- '**Non-Guaranteed Policy**' means each individual **Policy** within the **LV= ISA** that is either:
  - Not guaranteed at the point of application; or
  - Initially guaranteed, but the guarantee has since either expired without renewal or has been cancelled; or
  - the **Mutual Bonus** policy.
- '**Plan**' means an individual **LV= ISA**. Each **Plan** is made up of one or more **Policies**.
- '**Plan Charges Date**' means the monthly anniversary of your **Plan** (or the next **Valuation Day** where relevant).
  - All regular activity (**Annual Management Charge**, **Guarantee Charges** and regular **Adviser Charges**) will be made on the monthly anniversary of the **Plan**.
  - If the monthly anniversary falls outside of a **Valuation Day**, the next **Valuation Day** will be used.
  - In the case of the monthly anniversary falling on a date that doesn't exist (for example, the start date of the **Plan** is 31st January and the next monthly anniversary is therefore "31st February") the next **Valuation Day** will be used e.g. 1st March.
- '**Plan Start Date**' means the date you first invest and purchase **Units** in your **Plan**. This is shown in your initial **ISA Policy Schedule**. The **Plan Start Date** will be used to determine future **Plan Charges Dates**.
- '**Policy**' or '**Policies**' means each individual **Premium** that has been invested into your **Plan** will be set up as an individual **Policy**.
  - '**Premium** or **Premiums**' means money invested into a **Policy** after any initial **Adviser Charge** has been taken. A **Premium** can be:
    - **Single Premium(s)** means non-ISA monies that form part of current tax year **ISA Allowance**.
    - **Transfer In** means the transfer of existing external ISA's monies (subject to you taking FCA regulated financial advice).
    - **Additional Permitted Subscription** means an allowance that allows a surviving spouse or civil partner of a deceased investor to invest additional **Premiums** into an **LV= ISA** up to the value of the deceased investor's ISA(s).
  - '**Proportional Approach**' or '**Proportionally**' when cancelling **Units** means that, for some transactions, we will use the proportion that each **Policy** makes up of the **Plan** to calculate the amount withdrawn from each **Policy**.
  - '**Reasonable Notice**' means we must tell you before we make a change and we must give you a reasonable amount of time to take any action or make any decisions which you may need or wish to take, on account of the proposed change.
    - We'll normally give you at least 30 days' notice before any change. In some circumstances we may look to make a change before 30 days if we feel it's in your interest to do so.
    - When giving **Reasonable Notice** we'll take account of all of the circumstances of the change; for example, the length of notice that we can give may be influenced by legislative or regulatory requirements, or by an external body such as an external fund manager.
  - '**Transfer Out**' means money paid out of your **Plan** via a transfer to another ISA Manager. There are two ways to do this:
    - **Full Transfer Out** of all current tax year monies and/or all previous tax year monies.
    - **Partial Transfer Out** of only part of the value of current and/or previous tax year monies.
  - '**Underlying Price**' means the actual price of the **Units** in your chosen **Fund Option**. On each **Valuation Day**, we change the **Underlying Price** to reflect the actual investment returns from the **Assets** in your chosen **Fund Option** since the last **Valuation Day**. We'll work out the actual investment returns from each type of **Asset** in your **Fund Option** at least once a week, and round it to the nearest 0.1 pence.
  - '**Unit** or **Units**' means a part of a **Fund Option**. Your **Plan** is made up of **Units** in your chosen **Fund Option**. For example, **Premiums** will be used to purchase **Units**, and transactions such as **Annual Management Charges** will result in **Units** being cancelled.
  - '**Valuation Day**' means any **Working Day** on which we work out the **Underlying Price** and **Averaged Price**. We'll do this at least once a week.
  - '**Working Day**' means Monday to Friday, 9am to 5pm except Bank Holidays.

# Why choose the LV= ISA?

The **LV= ISA** is designed to offer potential for growth on your **Plan** over the long term (at least 5 years and ideally 10 years or more). When opening your **Plan**, you'll choose which of our **Fund Options** to invest in and you have the flexibility to change between these in the future, as your circumstances or attitude to investment risk change.

The asset management team aim to achieve the best possible returns for you, based on your chosen **Fund Option**. You may also share in the performance of Liverpool Victoria Financial Services Limited's other businesses (we've explained this in more detail in 'Your guide to how we manage our unitised with-profits LV= ISA business', which you should read along with these **ISA Plan Conditions**).

## Section A – Investing in the LV= ISA

This section explains how we set up your **Plan**. It also explains the options you have to change your **Plan** in the future, should you wish to do so.

### A1 Investing your money

To invest, you need to be a UK resident or a **Crown servant** serving overseas (or their spouse/civil partner), and aged 18 or over. The upper age limit to open the **LV= ISA** is 84 attained (85 next birthday).

No further **Premiums** are allowed into your **Plan** beyond and including your 85th birthday. If you haven't used all of your **ISA Allowance** at this time, you won't be able to make any further payments into your **Plan**.

We reserve the right to change this age limit in future. We explain when a change can be made to your **Plan** in more detail in Condition D10. If we do this, we'll give you and your **Financial Adviser Reasonable Notice** before we make the change.

The **LV= ISA** cannot be assigned (transferred to another person), nominated or put into trust by you.

You can only invest lump sum **Premiums** into your **Plan**. We'll accept a **Single Premium**, a **Transfer In**, or an **Additional Permitted Subscription** to open your **Plan**. Additional lump sum **Premiums** are allowed and will be invested into your existing **Plan** within the same **Fund Option**. For more information about **Additional Permitted Subscriptions**, please speak to your **Financial Adviser** and refer to 'Your guide to the Additional Permitted Subscription'.

We reserve the right to stop accepting additional lump sum **Premiums** into the **LV= ISA**. We explain when a change can be made to your **Plan** in more detail in Condition D10. If we do this we'll give you and your **Financial Adviser Reasonable Notice** before we make the change.

If you tell us that you're leaving the UK, or you're no longer a **Crown servant** or the spouse/civil partner of a **Crown servant**, then no further **Single Premiums** will be allowed into your **Plan** from the next tax year onwards (a tax year runs from 6 April one year to 5th April the following year). You can make a **Single Premium**, subject to you having sufficient unused **ISA Allowance**, in the tax year in which you leave the UK if you can make a declaration to us that you'll meet the UK ISA residence qualification for the tax year of your departure. If you return to the UK in the future and meet the UK residency requirements you'll be able to invest further **Premiums** to your **Plan**.

Payments into your **Plan** will be accepted by electronic transfer or by cheque payments.

We'll set up your **Plan** when your completed application form has been received along with your **Premium**. Your **ISA Policy Schedule** will show the amount invested.

If you've previously invested in the **LV= ISA**, and **Cashed In** the **Plan** after the 30 day cooling off period, you must wait at least 12 months from the date you **Cashed In** your **Plan** before you can invest in an **LV= ISA** again.

If you've previously invested in the **LV= ISA**, and subsequently cancelled the **Plan** within the 30 day cooling off period, you'll still be able to invest into a new **LV= ISA** within 12 months. The **Plan** will be treated as if it never occurred and if any **Premiums** were **Single Premiums**, your **ISA Allowance** for the current tax year won't have been affected by these.

If you've previously invested in the **LV= ISA**, and cancelled an individual **Policy** in your **Plan** (but without cancelling your entire **Plan**), and within the 30 day cooling off period for that **Policy**, you'll still be able to invest further **Premiums** into your **Plan** (subject to the minimum and maximum **LV= ISA** limits and the maximum **ISA Allowance** for the current tax year). The cancelled **Policy** will be treated as if it never occurred and if the **Premium** was a **Single Premium**, your **ISA Allowance** for the current tax year won't have been affected by this.

Investment into multiple active **LV= ISA** plans is not allowed.

### A2 Choosing your Fund Option

All **Premiums** paid into your **Plan** will be invested into a single **Fund Option**. 100% of your **Premium** (after any initial **Adviser Charge** has been taken) will be invested into your **Plan**. You can only choose one **Fund Option**, which applies to all **Policies** within your **Plan**, when investing in your **Plan**. We've explained these **Fund Options** in more detail in 'Your guide to how we manage our unitised with-profits LV= ISA business' to help you and your **Financial Adviser** choose which one is right for the **Plan**.

We'll invest any **Mutual Bonus** added in the same **Fund Option** as your **Plan**.

We understand that your personal circumstances or your attitude to investment risk may change in the future. So to make your **Plan** as flexible as possible, you can change your **Fund Option** if you wish. We've explained how and when you can do this in Condition A8.

We reserve the right to close one or more of the **Fund Options** in future. We explain when a change can be made to your **Plan** in more detail in Condition D10. If we do this we'll give you and your **Financial Adviser Reasonable Notice** before we make the change and clearly explain the options available to you at this time. See Condition A9 if you currently have a **Guaranteed Policy** or **Policies** within your **Plan**.

## A3 Adding Units to your Plan

Your **Premium** amount is used to add **Units** in your chosen **Fund Option** to your **Plan**. To work out how many **Units** to add to your **Policy**, we divide your amount invested (shown in your **ISA Policy Schedule**) by the **Underlying Price**. Any initial **Adviser Charge** will be deducted and paid to your **Financial Adviser** before we work out how many **Units** to give you. You can see how many **Units** we've given you on your **ISA Policy Schedule**.

### For example

If the **Underlying Price** is £1.25 on the day we receive a £10,000 **Premium**, we divide the £10,000 by £1.25.

This equals 8,000 so we create a new **Policy** within your **Plan** and add 8,000 **Units** to the **Policy**.

## A4 Working out the value of your Plan

We work out the value of each **Policy** within your **Plan** by multiplying the number of **Units** by the **Exit Price**. The **Exit Price** we use normally depends on whether you've invested or changed **Fund Option** recently. The value of your **Plan** is the total of the value of each of your **Policies**.

### (a) In the first 26 weeks of each Policy

In the first 26 weeks after a **Premium** has been invested, or a change of **Fund Option**, the **Exit Price** will be the **Underlying Price**. If you're making a death claim within the first 26 weeks, the **Exit Price** will also be the **Underlying Price**.

### (b) After the first 26 weeks of each Policy

26 weeks after a **Premium** has been invested, or a change of **Fund Option**, the **Exit Price** we use will usually be the **Averaged Price** except where smoothing has been suspended\*.

If you're making a death claim after the first 26 weeks, we'll always use the **Averaged Price** as the **Exit Price**.

\* Smoothing can be suspended at our discretion.

This may be in exceptional conditions or if the **Underlying Price** was 80% or less of the **Averaged Price**. If smoothing was suspended your funds will be valued using the **Underlying Price**.

Payments will then revert back to the **Averaged Price** as the **Exit Price** when we consider it appropriate and fair to **Plan** holders after the **Underlying Price** recovers to equal or exceed the **Averaged Price**.

We also have discretion to revert back to the **Averaged Price** at an earlier point.

We can suspend smoothing on an individual **Fund Option** at any time due to the reasons explained above.

Where there are additional **Premiums** invested into your **Plan**, some **Policies** may be valued at the **Averaged Price** and some **Policies** at the **Underlying Price**, depending on how long each **Policy** has been invested. For example, where you have one **Policy** invested for over 26 weeks and another **Policy** invested for less than 26 weeks.

For more information, including why we follow this approach, please refer to 'Your guide to how we manage our unitised with-profits LV= ISA business'.

## A5 How the guarantee works

You have the option to buy a guarantee on each **Premium** paid into your **Plan**, depending on whether one is available on the **Fund Option** you have chosen. Please speak to your **Financial Adviser**, or contact us, for more information on the current guarantee terms available.

The guarantee must be selected at the point each **Premium** is invested. A guarantee may also be added to a **Guaranteed Policy** on the expiry of an existing guarantee, again depending on whether one is available on the **Fund Option** you have chosen. Guarantees cannot be added at any other time.

Any **Premium** with a guarantee added will be held as a separate **Guaranteed Policy** within your **Plan**.

The choice of guarantee terms for the **LV= ISA** will be those that are available at the time the guarantee is purchased.

We reserve the right to adjust the availability, durations, charges and the **Fund Options**, on which new guarantees are offered at any point, including removing them completely. At the point that you pay in a new **Premium** or shortly before the term of any existing guarantee comes to an end we'll let you and your **Financial Adviser** know what guarantee options, if any, are available to you at the time.

The guarantee applies on the date the guarantee term ends only. So if you **Cash In** your **Guaranteed Policy** before or after this, you may get back less than the **Guaranteed Amount**.

For each **Guaranteed Policy**, at the end of the guarantee term, we guarantee that the value of your **Guaranteed Policy** will be at least the **Guaranteed Amount**. We work this out by taking the **Initial Guaranteed Amount** and take away any money you've taken out as a withdrawal (including any money paid out to your **Financial Adviser** as ongoing and ad-hoc **Adviser Charges**).

- If, at the end of the guarantee term the value of the **Guaranteed Policy** is less than the **Guaranteed Amount** then we'll add extra **Units** to it at the **Underlying Price**, to make sure the guarantee is met.
- If the value of the **Guaranteed Policy** is more than the **Guaranteed Amount** you'll, of course, get the benefit of the higher amount.

Any **Mutual Bonus** added to your **Plan** will not be included in the guaranteed amount. So if we have to add **Units** to increase the value of your **Plan** to the guaranteed amount any **Mutual Bonus** will be on top of this.

To work out whether the guarantee applies, we'll value your **Guaranteed Policy** using the **Exit Price** on the **Valuation Day** on or immediately after the end of the guarantee term. Remember, you don't have to **Cash In** your **Guaranteed Policy** when the guarantee is applied. If you don't **Cash In**, we'll still work out the value of your **Guaranteed Policy** as we've explained above and, when necessary, add extra **Units** to make sure the guarantee is met.

We'll never take away these extra **Units**, but as the price of a **Unit** can change the value of the **Guaranteed Policy** could go below the **Guaranteed Amount** in the future.

### For example

James invested £10,000 on 8 October 2019. At the same time, he decided to add a 10 year guarantee. This means that the value of his **Guaranteed Policy** on 8 October 2029 is guaranteed to be at least £10,000 (less any withdrawals or **Adviser Charges** taken). If James decides to **Cash In** his **Guaranteed Policy** at this time, and he's not taken any withdrawals, and no ongoing or ad-hoc **Adviser Charges** have been paid, he'll get at least £10,000 back plus any increase in his **Policy**.

But the guarantee doesn't just apply if James **Cashes In**. If the value of the **Guaranteed Policy** on 8 October 2029 is less than £10,000, we'll add extra **Units** to his **Policy** to make up the **Guaranteed Amount**.

We'll never take away these extra **Units**, but as the price of a **Unit** can change the value of his **Guaranteed Policy** could go below the **Guaranteed Amount** in the future. So he could make a loss if he **Cashed In** his **Guaranteed Policy** after the guarantee ends.

If James hadn't added a guarantee, and the value of his **Policy** on 8 October 2029 is less than £10,000, he'll make a loss if he **Cashes In** then.

We explain our **Guarantee Charge** in more detail in Condition C1.

If you do want a new guarantee, the new **Initial Guaranteed Amount** will be the current value of the **Policy** you want to guarantee at that time, which will include the effect of any previous guarantee. Any **Mutual Bonus** added to your **Plan** will not be included in the amount guaranteed. The **Guarantee Charge** for the new guarantee will be the current charge that applies at that time.

If you choose not to add a new guarantee at the end of any guarantee term you won't be able to add a new one at a later date. A replacement guarantee must be selected by the end of the previous guarantee term.

If you choose to **Cash In** your **Guaranteed Policy** at the guarantee end date, no waiting period will apply.

## A8 Changing Fund Option

You can change your chosen **Fund Option** to any one of the others available at the time. We apply a 10 **Working Day** waiting period for all **Fund Option** switch requests, as explained in Condition D1.

To change your **Fund Option** we'll take away all the **Units** in your current **Fund Option** at the **Exit Price** (which we've explained in Condition A4). We'll then use this cash to add **Units** in your new **Fund Option**. To work out how many **Units** to give you, we divide the cash value by the **Underlying Price** of the new **Fund Option**.

We'll invest any **Mutual Bonus** in the new **Fund Option**.

### For example

If the value of your **Plan** on the date of the **Fund Option** switch is £20,000, and the **Underlying Price** of the new **Fund Option** is £1.25, we divide the £20,000 by £1.25. This equals 16,000 so we take away all **Units** in your current **Fund Option** and add 16,000 **Units** to your **Plan** under the new **Fund Option**.

You can change your **Fund Option** free of charge up to three times for each **ISA Plan** year but if you do this more often we'll apply an administration charge. We've explained the charges and when they apply in Condition C1.

If you choose to change your **Fund Option**, the total value of your **Plan** must be switched at the same time. Once a request to complete a **Fund Option** switch is received it cannot be changed or cancelled.

We apply a 10 **Working Day** waiting period for all **Fund Option** switch requests, as explained in Condition D1.

Following a **Fund Option** switch the **Underlying Price** will apply during the first 26 weeks. We've explained how the value of your **Plan** is calculated in Condition A4.

We may decide to close a **Fund Option** in the future. But don't worry, if we decide to close the one you're invested in, we'll give you and your **Financial Adviser Reasonable Notice** in advance to choose an alternative **Fund Option**. If we don't hear anything from you by the end of this period, we'll move your money into the **Fund Option** we feel most closely matches your existing one. You'll of course have the option to **Transfer Out** to another ISA Manager or **Cash In** your **Plan** if you don't want to invest in any of the alternative available **Fund Options**.

## A6 Replacing a guarantee

You have the option to buy a guarantee, at outset, on your initial **Premium** and any subsequent **Premiums** made into your **Plan** (subject to the guarantee terms being offered at this time). Any **Mutual Bonus** added to your **Plan** will not be included in the amount guaranteed. Once you've added a guarantee, you can cancel it at any time but you won't have the option to replace it with another guarantee at a later date. As explained in Condition A5 we reserve the right to adjust the availability, durations, charges and the **Fund Options** on which new guarantees are offered at any point, including removing them completely.

## A7 What happens when your guarantee ends?

Your guarantee will end after the term shown on your **ISA Policy Schedule**. We'll write to you at least 30 days before the end of the guarantee term to confirm the date it will end and to let you know what replacement guarantees, if any, are available at that time should you wish to add a new one.

We reserve the right to adjust the availability, durations, charges and the **Fund Options** on which a new guarantee is offered at any point. This means we may not offer further guarantees in the future following the end of an existing guarantee. If we do this we'll let you know when your guarantee term comes to an end. If a further guarantee is offered, you'll be able to choose from the guarantee terms available (and stay in the same **Fund Option**) or you can choose not to add a new guarantee (and stay in the same **Fund Option** or switch to a different **Fund Option**).

We reserve the right to change the basis on which **Fund Option** switches are calculated, and the charges that apply. Such a decision won't be used to increase our profits. For example, the **Fund Option** switch charge may be amended to reflect increased switching costs. If we do this we'll give you and your **Financial Adviser Reasonable Notice** before we make the change.

## A9 What happens to your guarantee when you change Fund Option

If you have a guarantee in place it'll end when you change your **Fund Option**, and we'll stop charging you for it. You won't be able to replace the guarantee with a new one. The previously **Guaranteed Policy** will become a **Non-Guaranteed Policy** within your **Plan**.

The only exception to this would be if we decided to close a **Fund Option** in the future where you had a guarantee in place. We'll give you and your **Financial Adviser Reasonable Notice** in advance of any change and provide you with suitable options to take.

We apply a 10 **Working Day** waiting period for all **Fund Option** switch requests, as explained in Condition D1.

If the end of the waiting period is before your guarantee end date, we'll remove the guarantee as soon as we receive your instruction. This is to ensure you don't continue to pay for a guarantee that you won't benefit from.

If the end of the waiting period is on or after your guarantee end date, we'll leave the guarantee in place, to ensure any additional **Units** are applied before we carry out your switch instruction.

## A10 Cancelling a guarantee

We understand that there may be situations where you want to cancel your guarantee. You can do this at any time – simply let us know, and we'll send out the form you'll need. If you do cancel a guarantee, we'll stop charging you for it. But remember, the value of this **Policy** can go down as well as up, and you might not get back the amount that was guaranteed. We don't refund charges already taken in respect of the guarantee.

We won't charge you if you decide to cancel an existing guarantee. You'll need to cancel the whole guarantee on an individual **Policy** as cancellation of part of a guarantee is not allowed.

Once you have cancelled a guarantee on an individual **Policy**, you won't be able to add another guarantee to that **Policy** at a later date. If you **Cash In** a **Guaranteed Policy** this will also cancel the guarantee.

## A11 Taking money out of your Plan

To make our **LV= ISA** as flexible as possible you can take ad-hoc withdrawals from your **Plan**. However, to get the best potential for returns from your **Plan**, you should leave your money invested for at least 5 years and ideally 10 years or more.

To take money out of your **Plan**, you'll need to contact us. We'll send you the right form to complete.

Withdrawals from your **Plan** will be made by cancelling **Units**. We'll cancel **Units** from your **Plan** using a **Last in First Out** approach.

Note that any **Mutual Bonus** policy will always be excluded from the '**Last in First Out**' ordering of policies to be encashed. **Mutual Bonus** is only payable when the **Plan** is fully cashed in, or becomes payable on death.

### Ad-hoc Withdrawals and Partial Transfers Out

You can take £250 or more as a lump sum. You can take money out whenever you want or transfer part of your **Plan** to another ISA Manager subject to condition 7.3 of the **ISA Terms and Conditions**. When taking **Units** away, we'll use the **Exit Price** (which we've explained in Condition A4) on the **Valuation Day** on or immediately after the date we receive your instruction.

We reserve the right to change this minimum amount in the future. We explain when a change can be made to your **Plan** in more detail in Condition D10. If we do, we'll give you and your **Financial Adviser Reasonable Notice** in advance of any change.

Ad-hoc withdrawals and **Partial Transfers Out** are not allowed from:

- **Non-Guaranteed Policies** if the fund value of **Non-Guaranteed Policies** falls below £500 except if you fully **Cash In** the remaining balance of your **Non-Guaranteed Policies**.
- An individual **Guaranteed Policy** if this causes the fund value of that **Guaranteed Policy** to fall below £500 except if you fully **Cash In** the remaining balance of that **Guaranteed Policy**.

We'll let you and your **Financial Adviser** know if your request to make an ad-hoc withdrawal or **Partial Transfer Out** means that any of your **Policies** fall below the minimum thresholds and confirm whether you'd like to:

- Change the amount you've requested; or
- Cancel your original request; or
- **Cash In** your **Non-Guaranteed Policies** or an individual **Guaranteed Policy**.

We may apply up to a 10 **Working Day** waiting period if you want to make a withdrawal or **Partial Transfer Out** from your **Plan**, as explained in Condition D1.

If you request an ad-hoc withdrawal we'll ask for instruction from you or your **Financial Adviser**. You can choose to take withdrawals from **Non-Guaranteed Policies** or a **Guaranteed Policy(ies)**. Where you instruct us to take withdrawals from your **Non-Guaranteed Policies** or from a particular **Guaranteed Policy**, we'll encash **Units** following those instructions. If the withdrawal amount exceeds your instruction we'll apply our default method and complete your request using a **Last in First Out** approach for your remaining **Policy(ies)**.

Where, for an ad-hoc withdrawal, no instruction is made as to which **Policies** you'd like us to encash, we'll use our default method to deduct **Units** using the **Last in First Out** approach.

If you request a **Partial Transfer Out** we'll ask for instruction from you or your **Financial Adviser**. You can choose to transfer from either **Non-Guaranteed Policies** or **Guaranteed Policy(ies)**.

Where you instruct us to transfer from your **Non-Guaranteed Policies** or from a particular **Guaranteed Policy**, we'll encash **Units** following those instructions. If the transfer amount exceeds your instruction we'll apply our default method and complete your request using a **Last in First Out** approach for your remaining **Policy(ies)** taken out in a previous tax year.

**If withdrawals are to be taken from a Guaranteed Policy, this will reduce the value of any Guaranteed Amount from the point withdrawals are taken.**

#### For example

James invested £10,000 on 8 October 2019. At the same time, he decided to add a 10 year guarantee. This means that the value of his **Guaranteed Policy** on 8 April 2029 is guaranteed to be at least £10,000. If James decides to **Cash In** his **Guaranteed Policy** at this time, and he's taken £2,000 in withdrawals, and ongoing or ad-hoc **Adviser Charges**, he'll get at least £8,000 back plus any increase in his **Policy**.

#### Withdrawals to pay for ad-hoc Adviser Charges

We'll treat any ad-hoc **Adviser Charge** you ask us to pay to your **Financial Adviser** as a withdrawal from your **Plan**.

Where you instruct us to take withdrawals from your **Non-Guaranteed Policies** or from a particular **Guaranteed Policy**, we'll encash **Units** following those instructions. If the withdrawal amount exceeds your instruction we'll apply our default method and complete your request using a **Last in First Out** approach for your remaining **Policies**.

Where no instruction is made we'll use our default method to deduct **Units** using a **Last in First Out** approach.

Note that any **Mutual Bonus** policy will always be excluded from the '**Last in First Out**' ordering of policies to be encashed. **Mutual Bonus** is only payable when the **Plan** is fully cashed in, or becomes payable on death.

**If withdrawals are to be taken from a Guaranteed Policy, this will reduce the value of any Guaranteed Amount from the point withdrawals are taken.**

#### Withdrawals to pay for ongoing Adviser Charges

We'll treat any regular ongoing **Adviser Charges** you ask us to pay to your **Financial Adviser** as a withdrawal from your **Plan** and cancel **Units Proportionally** across each **Policy** within your **Plan**. No minimum will apply.

**If withdrawals are to be taken from a Guaranteed Policy, this will reduce the value of any Guaranteed Amount from the point withdrawals are taken.**

#### Cash In

You can take all your money out of your **Plan** at any time or do a **Full Transfer Out** of your entire **ISA** to another **ISA Manager**. If you do, we'll close it. When working out what to pay out, we'll multiply the number of **Units** in each **Policy** by the appropriate **Exit Price** (which we've explained in Condition A4). The value of your **Plan** will be the total of the values of each **Policy** within your **Plan**.

If a guarantee applies to a **Policy** when you **Cash In**, the guarantee will also end at that time.

Once we've worked out the value of your **Plan** we'll add any **Mutual Bonus**.

We may apply up to a 10 **Working Day** waiting period if you want to **Cash In** your **Plan**, as explained in Condition D1.

## Section B – Life Cover

This section explains what happens to your **Plan** if you die and when we'll pay out.

### B1 Life cover

We'll pay out 100.1% of the value of your **Plan**, excluding the value of any **Mutual Bonus** policy upon death. To work out the value of your **Plan**, we'll use the **Exit Price** (which we've explained in Condition A4) multiplied by the number of **Units** for each **Policy**. We'll use the number of **Units** for each **Policy** on the date of death and the **Exit Price** on the **Valuation Day** on or immediately after the date of death. The value of your **Plan** will be the total of the values of each **Policy** within your **Plan**. Once we've worked out the value of your **Plan** we'll add any **Mutual Bonus**.

### B2 Making a death claim

The person making the claim should contact us as soon as they can so that we can pay it as quickly as possible. They can tell us in writing or by phone. Details of how best to contact us are available on our website, **LV.com**

We'll ask the person making the claim to complete a claim form, which we'll send to them at the time. We'll also ask for some documentation to be sent to us along with the completed claim form.

We'll normally ask for evidence of the deceased's date of birth, date of death (normally this will be the original death certificate) and confirmation that the person making the claim is entitled to make the claim (such as being named in your will). We ask for this evidence because we want to be sure your money goes to the right person.

In some circumstances we may need to ask for more information, but we promise we won't ask for unnecessary evidence.

## Section C – Our charges

This section explains the charges that we apply to meet the costs of providing and administering your **Plan**.

### C1 Our charges and how they are taken

We take **Units** away from your **Plan** at the **Exit Price** (which we've explained in Condition A4) on the **Valuation Day** on or immediately after the date the charge is due. Our charges are as follows:

#### Annual Management Charge

The **Annual Management Charge** will apply to all **Policies** within your **Plan**. We take this charge monthly on the **Plan Charges Date**. The first **Plan Charges Date** will be one month after the **Plan Start Date**, and then subsequent **Plan Charges Dates** will be the same day of each month (unless this isn't a **Valuation Day**, in which case we'll use the next available **Valuation Day**).

**Policies** won't have the **Annual Management Charge** taken on their **Policy** start date if this coincides with a **Plan Charges Date**.

Each monthly charge is a percentage of the value of **Units** as at the last **Valuation Day**. The **Annual Management Charge** percentage is based on the value of each **Policy** in your **Plan**, including any **Mutual Bonus** policy, at the time the charge is taken. The percentage rates are shown on your **ISA Policy Schedule** or subsequent documents we send out to confirm changes. We take this separately as a charge from the value of each of your **Policies**, including any **Mutual Bonus** policy.

Subsequent **Policies** in your **Plan** will have different **Policy** start dates to the **Plan Start Date**. However, the **Annual Management Charge** will always be taken on the **Plan Charges Date** to ensure charges are taken on the same day for all **Policies** within your **Plan**.

We reserve the right to change the **Annual Management Charge** that applies to existing **LV= ISAs** where necessary. Such a decision won't be used to increase our profits. For example, we may need to amend our charges to reflect increased fund management costs.

If we amend the charges on your existing **Plan**, we'll give you and your **Financial Adviser Reasonable Notice** before we make the change. An explanation on why we may do this can be found in Condition C2.

#### Guarantee Charge

You'll find more information about this charge in your Supplementary Information Document. If you choose to buy a guarantee on your initial or any subsequent **Premium**, the charge for it will be shown on your **ISA Policy Schedule**.

This charge is in addition to the **Annual Management Charge** and will be taken monthly. The first **Guarantee Charge** will be taken on the first **Plan Charges Date** on (or following) the **Guaranteed Policy** start date and then monthly on the **Plan Charges Date**. The last **Guarantee Charge** will be taken on the last **Plan Charges Date** before (but not on) the date the guarantee is due to end.

The charge will be calculated based on the **Guaranteed Amount** at the date the charge is taken. The **Guarantee Charge** will be applied by cancellation of **Units** from your **Fund Option**.

The charge that applies for any new guarantee will be the charge that applies at the time you add the new guarantee – this may not be the same as any **Guarantee Charge** you may have had before. Please ask us for details of our current charges and available guarantee terms.

**Any withdrawals taken (including those taken as Adviser Charges) from a Guaranteed Policy will reduce the Guaranteed Amount on your Guaranteed Policy.**

#### For example

Chris transfers £100,000 into an **LV= ISA** (after any Initial **Adviser Charges**). He chooses the ISA Cautious Fund, and adds a 10 year guarantee. He pays an ongoing **Adviser Charge** to his **Financial Adviser** of £50 every month starting 1 month after he invests. We calculate the **Guarantee Charge** every month with the first charge payable when the guarantee is applied.

The table below shows how this works in the first 6 months of the **Policy** assuming a yearly guarantee charge of 1.0%. The amount of **Guarantee Charge** for your **Policy** may be different.

	Initial Guaranteed Amount	Total withdrawals taken since guarantee added	Guaranteed Amount used to calculate Guarantee Charge	Value of Guarantee Charge taken (0.083%)*
Month 1	£100,000	£0	£100,000	£83.00
Month 2	£100,000	£50	£99,950	£82.96
Month 3	£100,000	£100	£99,900	£82.92
Month 4	£100,000	£150	£99,850	£82.88
Month 5	£100,000	£200	£99,800	£82.83
Month 6	£100,000	£250	£99,750	£82.79

\*This is the monthly equivalent of a yearly **Guarantee Charge** of 1.0%

We'll stop taking this **Guarantee Charge** when your guarantee ends, or if you cancel it, or if the money taken from your **Guaranteed Policy** means the **Guaranteed Amount** reduces to zero.

#### Administration Charge

This is £25. We'll only take this if you change **Fund Option** more than three times in any **Plan** year. We'll take it on the **Valuation Day** that we process your request. This fee is deducted in the old **Fund Option** before the **Units** are encashed and switched into the new **Fund Option**.

#### For example

Vanessa invested in the **LV= ISA** in August 2019. She selected the ISA Balanced **Fund Option** when her **Plan** started. In January 2020 Vanessa decides to change her **Fund Option**. As she hasn't changed her **Fund Option** since August 2019, she can do this without paying an administration charge.

Vanessa could change her **Fund Option** another two times before August 2020 without paying an administration charge.

We won't apply an administration charge if you want to cancel your guarantee.

## C2 Changes to charges

The various charges we make are intended to cover the costs of administering your **Plan**. These charges are described in Condition C1.

We reserve the right in future to change these charges to take account of inflation or other factors which may affect the running of our business. The change may be in your favour, if for example, future advances in technology result in significant decreases in our administration costs. Below we provide more detail of when we may increase charges in the future as we believe this will be of more immediate interest to you.

If we ever need to increase charges, we'll aim to limit these to reasonable amounts, reflecting any increases in our costs for operating the **LV= ISA**. This may happen, for example:

- If we experience increases in the general administrative costs that we incur in operating the **LV= ISA**.
- If there is a change in **ISA Regulations** or other financial services regulations that increase our costs, for example due to the regulatory conditions imposed on us.

We'll give you and your **Financial Adviser Reasonable Notice** in writing if we make any change to charges described in these **ISA Plan Conditions**. If you're unhappy with any changes you should contact us.

## Section D – General Conditions

This section explains the general conditions that apply to your **Plan**.

### D1 Following your instructions

We'll usually start to process your instructions on the date that we receive them. However, if we receive an instruction from you after midday, we'll treat it as though we received it the next **Working Day**. This applies for instructions to:

- Invest in your **Plan**.
- Transfer Out** to another ISA Manager (unless a waiting period is applied as detailed below).
- Take money out of your **Plan** (unless a waiting period is applied as detailed below).
- Cash In** (unless a waiting period is applied as detailed below).
- Replace or cancel a guarantee.
- Pay any ongoing or ad-hoc **Adviser Charges** to your **Financial Adviser** on your behalf (unless a waiting period is applied as detailed below).
- Process a death claim.

We may apply a waiting period of up to 10 **Working Days** before we process a request to take out an occasional withdrawal, pay an ad-hoc **Adviser Charge** or **Cash In** your **Plan**. We'll only apply this waiting period if we feel it is in the best interests of all of our with-profits members and if required to protect our with-profits funds. If we choose to apply a waiting period, we'll let you know that we've received your request, and confirm how long the waiting period will be. The maximum waiting period we'll normally apply is 10 **Working Days**. During the waiting period we will continue to take any charges due.

We won't apply a waiting period if you wish to **Cash In** your **Plan** in the following circumstances:

- On the date your guarantee ends; or
- On a death claim.

We'll always wait for 10 **Working Days** before we process any request to change your **Fund Option**. Once you've asked us to change your **Fund Option**, you can't change your mind, and will have to wait a further 10 **Working Days** before we process any request to change it back again. During the waiting period we'll continue to take any charges due and pay requested withdrawals.

In addition to the delays to withdrawals and **Fund Option** switches we've explained above, there may be circumstances outside of our control which prevent us from acting on your instructions as set out above. We may need to delay buying, selling or switching **Units** where we believe that otherwise the remaining **Plan** holders invested in that fund would suffer an unfair reduction in the value of their investment, or would suffer some other form of unfair treatment. Examples of scenarios in which we may delay requests to change investments or take money out for more than 10 **Working Days** include:

- Where we cannot realise sufficient investments to meet demand, or to do so we would have to sell at significantly less than a fair market value,
- Where we're unable to sell units in an externally linked fund due to restrictions imposed by the external company, and
- Where the need to make payments could lead to us selling one particular type of **Asset**, leaving too little of that **Asset** invested in the remaining **Fund Option**.

If we do need to delay a transaction for more than 10 **Working Days** as set out above, we'll let you know when we receive your request. You'll be able to give us alternative instructions at this time, if you wish to. We wouldn't expect to delay any transactions for more than six months, and will never delay a transaction for longer than reasonably required. However, we cannot guarantee that we'll never delay a transaction for more than six months. For more information, including why we follow this approach, please refer to 'Your guide to how we manage our unitised with-profits LV= ISA business'

**You should send all instructions to LV=, Investment Administration Team, County Gates, Bournemouth, BH1 2NF.**

### D2 How we pay money out

If you take money out, or we pay a death claim, any payments from your **Plan** will be paid to you or your executors or administrators, depending on the instructions we receive.

If you **Cash In** (this includes a **Full Transfer Out** to another ISA Manager) or we pay a death claim, your **Plan** will automatically end.

We'll pay any initial **Adviser Charge** directly to your **Financial Adviser** before we invest any money into a **Policy**.

We'll also pay any ongoing or ad-hoc **Adviser Charges** directly to your **Financial Adviser**.

### D3 Proof of your age and name

Sometimes we might need evidence of your name and age before we'll pay you any money out of your **Plan**.

We'll accept your original birth certificate or passport as evidence, but not photocopies.

We recognise that these are valuable documents and that other people may need them at the same time. We'll look after the documents carefully, and return them quickly.

It's really important that you check your **ISA Policy Schedule** has the correct date of birth and age on it. If your name, when a claim is made, is different from your name on the **ISA Policy Schedule** and birth certificate we'll also need evidence of this change, (for example a marriage certificate). We can ask for additional evidence if necessary, and we'll tell you when this is needed. However, we won't ask for unnecessary evidence.

## D4 Plan ownership

The **Plan** may be owned or held only as an eligible investment under the **ISA Regulations**. The **Plan** shall terminate automatically if it ceases to be owned or held in the **LV= ISA** as it would no longer be an eligible investment under the **ISA Regulations**. See condition 7.5 of the **ISA Terms and Conditions** if you want more detail.

Other than money you may receive if you **Cash In** all or part of your **Plan**, neither the **Plan**, any rights under the **Plan** or any share or interest in the **Plan** can be transferred to you.

No part of the **Plan** or any part of the rights or benefits under the **Plan** can be assigned (transferred to another person) by you.

You're responsible for informing us if your address or contact details change during the term of your **Plan**.

## D5 Our right to cancel your LV= ISA

We'll terminate your **Plan** if we find out that it has stopped being held as an eligible investment under the provision of the **ISA Regulations**. For example, if you assigned part of your **Plan** to another person it could no longer be held in the **LV= ISA**.

We can also terminate your **Plan** and pass details to crime prevention and law enforcement agencies if we identify your involvement or association with financial crime.

## D6 Financial crime and terrorist financing

The personal information LV= have collected from you will be shared with crime prevention agencies who will use it to prevent financial crime and money-laundering and to verify your identity. If financial crime is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by LV= and these fraud prevention agencies, and your data protection rights, can be found by contacting us at GFC LV=, County Gates, Bournemouth, BH1 2NF.

LV= use your information to make sure we comply with any financial sanctions that apply in the UK and overseas. This includes;

- Checking your information against sanctions lists
- Sharing your information with HM Treasury and international regulators if required.

LV= will contact you if more information is needed to comply with any financial sanctions.

## D7 Currency

Every **Premium** paid into your **Plan** and any money taken out of your **Plan** will be in pounds sterling only.

## D8 The law that applies to your Policy

The **LV= ISA** and its terms and conditions are governed by the laws of England and Wales. In the unlikely event of any legal disagreement, it would be settled exclusively by the courts of England and Wales. We'll always communicate in English.

## D9 How to make a complaint

If you have a complaint about any part of the service you receive from us, it's important that we know about it, so we can help put things right. You can let us know by calling us on **0800 681 6292** (for text phone, dial 18001 first). Or, you can write to us at: Box 2, LV=, County Gates, Bournemouth, BH1 2NF. Your complaint will be dealt with promptly and fairly and in line with the Financial Conduct Authority's requirements, and if you want more information on how we handle complaints, please contact us, or visit [LV.com/complaints](https://www.lv.com/complaints).

We hope that we'll be able to resolve any complaint that you have. If you're unhappy with the resolution of your complaint, the Financial Ombudsman Service may be able to help you free of charge, but you'll need to contact them within six months of receiving our final response letter. Their website is [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk) which includes more information about the service, including details of the various ways they can be contacted.

If you make a complaint it won't affect your right to take legal action.

## D10 Changes to your ISA Plan Conditions

We can change or replace these **ISA Plan Conditions** when all the relevant following conditions are met:

- We've introduced a new product that invests in the same **Assets** as your current product.
- We can demonstrate that the new product is better than your current product. The new product provides extra flexibility or benefits for you but doesn't increase charges, reduce existing features or flexibility or apply new restrictions.
- The change is allowed under Condition 7.6 of the **ISA Terms and Conditions**.
- Where a change to the **ISA Terms and Conditions** are required should we acquire the accounts of or take over or merge with another ISA Manager.
- We can make changes to the terms and conditions set out in these **ISA Plan Conditions** providing we give you **Reasonable Notice** and obtain your consent. If, having given **Reasonable Notice**, we don't receive any response from you by the date specified in our communication, we'll be entitled to infer your consent to the change.

If these conditions apply we'll either issue you a new set of **ISA Plan Conditions** or issue a document that updates your existing **ISA Plan Conditions**.

If you'd like us to send you this document or any future correspondence in another format, such as Braille or large print, please just let us know.

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