

Supplement for the Aegon Junior Individual Savings Account

Introduction

You have a Stocks and Shares Junior Individual Savings Account ('Aegon JISA') provided by Cofunds Limited (referred to as 'Aegon', 'we', 'us', 'our', 'ourselves'). This document is the supplement that supplements and amends the Aegon Platform terms and conditions (the 'general terms'). A copy of this supplement and a copy of the general terms are available on our website.

The **general terms** are supplemented and amended as set out below. These supplements and amendments take precedence over any conflicting terms in the **general terms**, which otherwise apply in full to **your Aegon JISA**.

If your personal circumstances mean you need any additional support, or if you'd like a large print, Braille or audio CD version of this document, please call 0345 604 4001 (call charges will vary) or visit aegon.co.uk/support



Definitions

- 1. The words and phrases in **bold** are terms defined in condition 2 of Part 1 of the **general terms**. They apply to this **supplement** except where specifically defined otherwise in this **supplement** or below.
- 2. All references in the **general terms** to 'ISA', 'Aegon ISA' or 'product', and all references in this **supplement** to a 'product', refer to your Aegon JISA, unless otherwise specified or the context otherwise requires.
- 3. References to the 'client', 'you', 'your' or 'yourself' in the terms and conditions refer to the registered contact, unless otherwise specified or the context otherwise requires.
- **4.** In addition, the following defined terms apply:
 - Child means a child under 18 years old who at the point of opening the Aegon JISA is resident in the UK, or is a UK Crown Servant, married to or in a registered civil partnership with a Crown Servant, or a dependant of a Crown Servant and who is otherwise an 'eligible child' under the ISA Regulations.
 - Child trust fund means a child trust fund established in accordance with the Child Trust Fund Regulations 2004 as amended from time to time.
 - **Standard ISA** means an ISA (that isn't a Junior ISA) provided by **Aegon** under the **terms and conditions** applicable to it from time to time.
 - Registered contact means the person who will give instructions to Aegon for the management of the Aegon JISA. This is either a person with parental responsibility for the child, or the child themselves if they're aged between 16 and 18 and have applied to manage the Aegon JISA in place of the person with parental responsibility. There can be only one registered contact for an account at any time.

Product and eligibility

- 5. Your product is a Stocks and Shares Junior ISA, which is managed under the ISA Regulations and provided by us, that can be used to invest for a child in investments available through the Service, in a tax-efficient way. Eligibility to open a Junior ISA is different from eligibility for a standard ISA and so the following specific terms apply to your Aegon JISA. The value of any tax relief depends on your individual circumstances / the individual circumstances of the investor. This information is based on our understanding of current, taxation law and HMRC practice, which may change.
- 6. To open and/or hold the **product**, **you** must have parental responsibility for a **child**, or be the **child** provided **you** are aged 16 or 17 and wish to operate the **product yourself**.
- 7. A **child** can only hold one Stocks and Shares Junior ISA and one cash Junior ISA up to their 18th birthday. **We** only offer the **Aegon JISA** which is a Stocks and Shares Junior ISA and don't offer a cash Junior ISA. **You** must ensure that **investments** to both types of account don't exceed the annual subscription limit for that tax year. By accepting **your investment** in the **Aegon JISA**, **we** agree to act as ISA manager for **your product**. **We** make all necessary claims for tax relief relating to **your product** and the **investments** held in it.
- 8. You must let us know as soon as possible if the permanent residential address of the child or registered contact changes/has changed.
- 9. Due to HM Revenue & Customs (HMRC) rules, you won't be able to withdraw any investments or close the Aegon JISA except in specific circumstances set out in condition 35 of this supplement, but you may switch investments, and if desired, transfer the Aegon JISA to another ISA manager.
- 10. You may only open the Aegon JISA if the child is resident in the UK for tax purposes, or they qualify as a Crown employee or are the spouse or registered civil partner or dependant of a Crown employee. If the child stops being resident in the UK or a Crown employee, or the spouse or registered civil partner or dependant of one, you must tell us right away. If after opening the product the child or you become non-resident, you may continue to make investments and switch investments.
- 11. No income tax or capital gains tax arises in respect of the Aegon JISA. There's no need to declare any gains or income received in the Aegon JISA to HMRC and any income generated from parental subscriptions doesn't count towards the parent's income. If the Aegon JISA plan value is paid out to the child at the age of 18, the lump sum is free of any tax charge. Current tax laws and HMRC rules are subject to change in the future and may reduce the tax benefits of your product.

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Application and Aegon GIA

- 12. Your Aegon JISA application covers the current tax year and each subsequent tax year until the **child** reaches 18 years of age following which the **product** will become an **Aegon ISA**. See below provision 'Aged 18' for more information.
- 13. An Aegon GIA won't automatically be opened for you when you apply to open an Aegon JISA and none of the provisions or references relating to the Aegon GIA in the general terms shall apply in relation to your Aegon JISA.

Registered contact

- 14. There can only be one **registered contact** at any time. The first **registered contact** will be the person making the application to open the **Aegon JISA** provided they're aged over 16. They'll either have parental responsibility for the **child**, or be the **child**.
- 15. An Aegon JISA can't be operated under a power of attorney for the registered contact, unless we agree otherwise. The registered contact will remain in place until a replacement is appointed or the Aegon JISA is closed in accordance with its terms. Any subscriptions by direct debit will continue to be collected until we receive instructions from the payer for them to stop. Where we become aware that the registered contact no longer has parental responsibility for the child, no further instructions will be taken from this person or their adviser and any subscriptions by direct debit will cease.
- 16. An application to replace the **registered contact** must be in writing by completing the 'Change in Registered Contact Form' (or equivalent form **we** make available) which will normally require the consent of the existing **registered contact**.
 - 16.1 The registered contact will need to be replaced (without their consent) in accordance with the ISA Regulations for example in any of the following circumstances, but the 'Change in Registered Contact Form' (or equivalent form we make available) should still be completed and evidence provided of the replacement:
 - Death or incapacity of the **registered contact**.
 - The **registered contact** can't be contacted.
 - A court order or court appointment relating to replacement of the **registered contact**.
 - An adoption order in relation to the child.
 - As set out in condition 17 of this **supplement**.
 - 16.2 As part of their application the replacement **registered contact** must appoint an **adviser**. This could be the **adviser** already set up on the **product** or the replacement **registered contact** may choose to appoint a different **adviser**. If the **registered contact** doesn't nominate a new **adviser** the existing **adviser** relationship for the **product** will continue.

Child aged 16 - 18

- 17. Existing products: At aged 16, provided the child doesn't suffer from a mental incapacity, they can apply to be the registered contact of their product by completing the 'Change in Registered Contact Form' (or equivalent form we make available). The agreement of the existing registered contact isn't required. On assuming this responsibility the new registered contact will manage the product in place of the previous registered contact who will cease to be entitled to information concerning the product.
- 18. New products: A child aged 16 to 18 may apply to open an Aegon JISA in their own right provided they don't already hold a Stocks and Shares Junior ISA or a child trust fund or, if they do, they transfer the existing Junior ISA or child trust fund to their Aegon JISA in accordance with condition 26 of this supplement.
- 19. Authorities: Under the ISA Regulations, for the purpose of opening and operating an Aegon JISA, the signature of the child aged 16 to 18 (as beneficial owner or registered contact) has effect as if they were 18 years or over. In the tax year leading up to their 18th birthday the child will be entitled to subscribe the

full JISA allowance for that tax year. In order to ensure that all outstanding **Aegon JISA** transactions are completed before the **child** turns 18 any new applications or **subscriptions** must be received no less than five **business days** before the **child's** 18th birthday.

Aged 18

- 20. At age 18, any existing direct debit payments will cease and the Aegon JISA will convert to the standard ISA and remain in a tax-efficient wrapper. At this point the terms and conditions will no longer apply and the child will have the right to withdraw their investments. We will contact the child shortly before their 18th birthday to inform them of their options.
- 21. Once the Aegon JISA has converted to a standard ISA it will be subject to the normal standard ISA charges applicable to your investments, and any charges taken through the standard ISA by your adviser will also apply.
- 22. Subscriptions to the **standard ISA** will be subject to the **terms and conditions** of the **standard ISA** in force at the time. No further **subscriptions** (lump sum or direct debit) can be made until the **child** has made an ISA application for that tax year.

Subscription by reinvestment of investment from other client profiles on the Aegon Platform to an Aegon JISA

23. Other investments on the Aegon Platform in the name of the registered contact or other party can be sold and the proceeds used to subscribe to an Aegon JISA. On receipt of an instruction from the registered contact or other party in these circumstances, we will sell the investments in accordance with those instructions and apply the proceeds as a subscription into your Aegon JISA. In the event that the proceeds exceed the annual subscription limit for the tax year for your Aegon JISA, the excess proceeds will be retained in the cash facility of the product from which the investments were sold.

Transferring an Aegon JISA to another ISA manager

- **24. We** can only transfer **your Aegon JISA** to a Stocks and Shares Junior ISA with another ISA manager in full, not in part, but **we** can transfer all or part of **your Aegon JISA** to a Cash Junior ISA with another ISA manager. In either case **your Aegon JISA** can only be transferred to another Junior ISA.
- 25. The new ISA manager you propose must agree to accept the transfer provided this doesn't lead the child to having more than one Stocks and Shares Junior ISA and one cash Junior ISA. Your Aegon JISA can be transferred in cash, or re-registered, please speak to your new ISA manager for more information. Where an Aegon JISA is transferred in cash, we will sell all investments and before any transfer (whether as cash or by re-registration) deduct any amounts due to us prior to transfer.

Transferring a Junior ISA to the Aegon Platform

26. You can transfer a Junior ISA or child trust fund that the child has with another manager to us.

We can accept the transfer of:

- all of an existing Stocks and Shares Junior ISA;
- all or part of an existing Cash Junior ISA, and
- all of an existing child trust fund.

We can accept the transfer from another ISA manager as long as:

- we have received all the information we require from you (as requested on our application form) and the other ISA manager to complete the transfer, and
- the value of the transferred Junior ISA or **child trust fund** isn't less than the current minimum payment for an **Aegon JISA**.

When we receive the transferred investment it will be invested in investments selected on your application.

Please see the 'Transferring Child Trust Funds (CTFs)' and 'Transferring JISAs' section in **your** key features document for **your Aegon JISA** for more information. The key features document also gives **you** information on cancelling a transfer. If **you** don't have this document please contact **your adviser** (if **you** have one) or contact **our Customer Experience team**.

Contributing/paying into your Aegon JISA

27. Adding money to the Aegon JISA

Money can be added to the Aegon JISA by any person by the methods set out in condition 6 of Part 1 of the general terms, except that such payments can't be added to the Aegon JISA by debit card. A person adding money (subscriber) to a Aegon JISA doesn't need to be resident in the UK, provided contributions are made from a UK bank account. Eligible subscribers will include the child, registered contact, other family members of the child or other third parties. While a third party may subscribe to the Aegon JISA, they'll have no authority over the investments in which the monies are invested. All payments, including third party payments, should accompany a completed investment instruction and be sent to us via the registered contact.

All **subscriptions** will be deemed to be a gift to the **child** and can't be repaid or refunded to the subscriber at any time. Payments should be in sterling, drawn on a UK bank account and made payable to Cofunds Limited.

28. Making payments by cheque

Cheques must be made out to Cofunds Limited.

For building society cheques, the name of the child must appear on the front of the cheque (e.g. Cofunds Limited: A.B. Smith) or on the back, accompanied by the building society's official stamp and signature.

Setting up regular contributions

- **29. Regular contributions** into the **Aegon JISA** can be made from any UK bank account. Where **regular contributions** are being made by a third party, **we** require a signed Direct Debit Instruction from the bank account holder to commence collecting payments.
- **30.** Completing the Direct Debit Instruction authorises **us** to collect **regular contributions** until **we** are notified to the contrary by the payer.
- 31. Any regular contributions will cease on the child reaching 18 years of age. Subscriptions may then commence in the standard ISA, subject to the child agreeing to the terms and conditions of the standard ISA in force at the time by making an ISA application for that tax year.

Ownership of assets

32. The **child** is and remains beneficial owner of the assets in the **Aegon JISA**. All **subscriptions** by any party will be deemed to be a gift to the **child** and can't be repaid or refunded to the subscriber at any time.

Income events

33. We will automatically reinvest income received in your Aegon JISA in accordance with the terms and conditions. You may ask us to retain income received in your Aegon JISA within the cash facility of your Aegon JISA instead. There's no option for the payment of income arising under your Aegon JISA as consolidated natural income to any bank account.

Cash facility maintenance and forced disinvestment

34. We may only carry out cash facility maintenance and forced disinvestment under condition 5.4 of Part 1 of the general terms to the extent permitted by the ISA Regulations.

Requesting withdrawals and closing your account

- 35. The ISA Regulations don't allow you to withdraw from or close the Aegon JISA until the child is aged 18, or in the event of their death or terminal illness.
 - **35.1** At age 18: Requests to withdraw can only be made by the **child** via their **adviser** (if they have one) or by contacting **our Customer Experience team**. We can only release proceeds of a deal on receipt of their original signature. Proceeds will be sent out in accordance with the **general terms**.
 - **35.2 Death**: Please refer to section 37 of this **supplement**.
 - **35.3 Terminal illness of the child**: The **registered contact** may make a claim to **HMRC** to withdraw all or part of the **investments** held in the **Aegon JISA**. **HMRC** will assess the request and will instruct **us** accordingly.
 - **35.4** You can close your Aegon JISA when the child is 18 in accordance with condition 11 of Part 1 of the general terms.
 - **35.5** In all other circumstances, **you** may only instruct the transfer of the **product** to another ISA manager in accordance with the **terms and conditions**.
 - **35.6** We may only take action under condition 11 of Part 1 of the **general terms** to the extent that action complies with the **ISA Regulations**.

Changes to the terms and conditions

36. If **you** aren't happy with a change to **the terms and conditions** and the **child** isn't yet aged 18, **you** may only close **your Aeqon JISA** with **us** by transferring it to another ISA manager.

Deceased process

- 37. The provisions relating to the process in the event of death shall be as follows:
 - Registered contact: On the death of a registered contact who has parental responsibility, a replacement will need to be appointed. The Aegon JISA will continue but no instructions can be accepted until we receive the original or a certified copy of the death certificate together with a completed 'Change of Registered Contact Form' (or equivalent form we make available) appointing a replacement.
 - Child: On the death of the beneficial owner, the provisions of condition 12 of Section B of Part 2 of the general terms will apply on the basis that references to 'you' refer to the child, except that references to the standard ISA retaining its tax exempt status where the death of the beneficial owner occurs on or after 6 April 2018 don't apply to the Aegon JISA. The Aegon JISA will lose its tax exempt status on the date of death of the beneficial owner whether the date of death is before 6 April 2018 or after this date. Where income units are held we will continue to reinvest the income arising to purchase further units.



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