

# Key Features of the BMO Junior Investment Account and Terms & Conditions

The Financial Conduct Authority is the independent financial conduct regulator. It requires us, BMO Asset Management Limited, to give you this important information to help you decide whether our **Junior Investment Account** is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

# Introduction

The BMO Junior Investment Account (BMO JIA) is an Investment Trust Savings Plan for which provides a flexible way for you to invest on behalf of children. The BMO JIA invests in a range of Investment Trusts which are a type of Investment Company.

A BMO JIA can play a valuable role in financial planning for your child's future. A BMO JIA gives you the opportunity to invest in Investment Trusts listed on the stock market with the aim of increasing the value of your investment.

This document contains important information about, and is the contract for, the BMO JIA. There are two sections:

- Key Features
- Terms & Conditions (General and BMO JIA)

These will help you decide whether investing in a BMO JIA is right for you. Read this document carefully to fully understand the investment you are about to make and the terms you are about to agree to.

If you have questions, please call our Investor Services team on 0800 136 420. Lines are open Monday to Friday from 8:30am to 5:30pm. We record and may monitor calls for your protection. You can also email us at [info@bmogam.com](mailto:info@bmogam.com) or visit our website [bmoinvestments.co.uk](http://bmoinvestments.co.uk).

Our Investor Services team cannot give any advice on the suitability of investing in our plans or on how to make investment selections within

these plans. If you are in any doubt about your investment choices, you should contact a financial adviser.

As we do not offer advice and provide our services on an "execution only" basis, we are not required to assess the suitability of our plans and the Investment Trusts for you. As we have assessed our Investment Trusts as non-complex investments, we are not required to consider whether they are appropriate for you. This means you are not protected under FCA rules on assessing suitability or appropriateness.

Terms that are capitalised in this document are defined terms. You can find the definitions in the Terms and Conditions.

## US investors

We are not able to accept applications for a BMO JIA from investors located in the US. You should notify us if you move to the US.

## Key Features

- The BMO JIA offers an easy, flexible way to invest, on behalf of a child, in the shares of the investment trusts BMO offers.
- The BMO range of Investment Trusts aims to provide investors with income, capital growth, or a combination of both.

Please read the latest Key Information Document ("KID") for the Investment Trusts and pre-sales costs disclosures for the plan before deciding to invest; these can be found at [bmogam.com/literature](http://bmogam.com/literature). Please contact us if you wish to receive the regulatory disclosures in paper form. To view daily updated share prices and performance information on our Investment Trusts, visit our website [bmoinvestments.co.uk](http://bmoinvestments.co.uk). You can also look at monthly factsheets and the latest Report and Accounts for each Investment Trust.

### Your investment

Through a BMO JIA you can invest in as few or as many Investment Trusts offered in our plans as you choose, using the minimum investment levels set out in the table below.

<b>Initial minimum lump sum per investment trust</b>	£250
<b>Minimum monthly saving per Investment Trust</b>	£25
<b>Minimum lump sum top-up per Investment Trust</b>	£100

You can buy and sell shares in the BMO JIA on any Business Day. Postal requests we receive by 5pm (online requests by 11:59pm) will normally be carried out on the next business day.

You can start, stop, or change your monthly contributions or make a lump sum contribution at any time.

We can accept payments from third parties, for example grandparents, directly into the plan, subject to the completion of a Third Party Donor form (available on our website or by calling us) and through the necessary identity and address checks as specified in 'How do I apply'.

You should view your investment as long term, but you may close your plan and sell your shares at any time. Any sale of shares may result in a capital gains tax liability, if you are in any doubt, you should seek advice.

## The aims of our plans and the investment options

We offer a range of investment trusts, which aim to provide income, capital growth, or a combination of both.

To view daily updated performance information, please visit our website: [bmoinvestments.co.uk](http://bmoinvestments.co.uk). There are also factsheets to download and copies of the latest set of Report and Accounts.

### Risk

Our Investment Trusts invest in the stock market. Some of them also invest in unlisted companies, other investment funds, and property. It's important that you understand there are risks as well as potential rewards before you decide to invest.

### General risks

**Gearing** – Investment trusts can borrow money to make additional investments. This is known as "gearing" and is intended to boost your

return on investment. However, it can also increase risk. Gearing tends to have a positive effect on the value of the trusts in a rising market, and an unfavourable effect in a falling market.

**Charges taken from capital** – Certain Investment Trusts prioritise generating income over capital growth. These Trusts may deduct part or all of their management charge from capital. This increases the amount of income available at the expense of capital growth.

Investment Trusts may also deduct charges and expenses from capital, if the trust has not earned enough income to cover these charges and expenses. This will reduce capital and limit its growth.

**Liquidity** – Investment Trusts may invest in smaller companies. Shares in smaller companies are generally traded less frequently than those in larger companies. This means both buying and selling shares in smaller companies may be difficult, and individual share prices may be subject to short-term price swings.

**Premiums and discounts** – As Investment Trust shares are publicly traded on the London Stock Exchange, their price is determined by market factors, such as demand and supply between buyers and sellers. The price will not necessarily accurately reflect the underlying value of the trust's portfolio of investments (its "net asset value" or NAV).

The share price of an Investment Trust may be either higher than the NAV – in other words, they are traded at a premium, or lower than the NAV – in other words, they are traded at a discount. Discounts and premiums vary constantly. Buying shares at a discount could be seen as value for money, but there is no guarantee the discount will narrow and there is a risk that it may widen further. Many factors influence the discount or premium, and a large discount does not necessarily indicate a bargain.

**Price volatility** – The value of shares of an Investment Trust and the income from them is not guaranteed; the value can fall and rise due to stock market and currency movement. Past performance is not a guide to future performance. When you sell your shares, you may get back less than you originally paid for them. In certain circumstances, for example extreme market volatility, the shares of an Investment Trust could be suspended from trading on the London Stock Exchange. You would not be able to purchase or sell these shares until the suspension is lifted.

## **Underlying investment exposures**

In addition to these general risks, the shares of a particular Investment Trust are exposed to the investment risks associated with the assets it holds in its portfolio. The specific investment risks for each Investment Trust are described in their KID, which you should read prior to deciding to invest.

## **Other Important Points**

**Investment needs** – If you open a BMO JIA to fund a specific need, for example to pay university costs, you may not achieve your goal if you do not maintain your contributions or if your investment does not grow sufficiently.

**Changing your mind** – If you open a BMO JIA and then decide to exercise your right to cancel it within the 14-day cancellation period, you may not get back the amount you invested. This is because the value of your investment may have fallen between the day your money was invested and the date we sell the shares after we get your cancellation notice. Dealing charges and stamp duty paid are not refunded.

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# **Your questions answered**

## **What is an investment trust?**

The Investment Trusts we describe in this document are investment companies listed on the London Stock Exchange. Investment Trusts own a portfolio of investments that are managed by professional managers. Owning shares of an Investment Trust allows you to spread your investment risk across a number of investments and potentially benefit from the expertise of professional fund managers.

The Investment Trusts available to BMO JIA holders include UK-authorized Investment Trusts and overseas closed-ended investment companies, but all are listed on the London Stock Exchange.

## **What is the BMO JIA?**

The Junior Investment Account is a BMO Investment Trust Savings Plan designed to facilitate saving and investing for children in investment trusts managed by BMO. The account can be used to invest a child's own money including periodic and regular gifts to the child from the account holder or third parties.

## **What options do I have?**

You can set up the account depending on your own needs. You can set it up:

- a) so that the child is the beneficial owner of the account
- b) so that you retain ownership of the account.

The different tax treatment of these options is outlined on page 4 of this document. You are required to confirm whether the assets are held for you or in trust for another person when you sign the application form. BMO will only accept instructions from the registered holder(s).

## **Making the child the beneficial owner**

Children under 18 may not be the registered holder of shares but can be recorded as the beneficial owner of the account. The account is set up with adults as registered holders who operate the account on behalf of the child. The account can be designated by using the child's name or initials.

BMO will accept instructions from the registered holder only and will pay proceeds or transfer investments from the account on the instruction of the registered holders.

The person providing the initial investment or from whose bank account

the regular collection is made (the donor) can choose whether or not to be a registered holder. The donor has no control over the investment, unless they are also one of the registered holders who have control over it until the child reaches the age of legal capacity.

On reaching the age of legal capacity, the child can demand that the fund is transferred into their name or paid out to them. These instructions can be given by completing either a 'Transfer of ownership form' to transfer into the child's name or a 'Sale of shares' form to instruct the account be closed and the proceeds paid out. Both forms are available on [bmogam.com/literature](http://bmogam.com/literature) or can be posted on request. The instruction to BMO must come from the registered holders.

Under Scots law the child is entitled to the assets from 16 but they are not allowed to hold shares until they are 18. If the assets are being given to the child at 16 this must be done by the shares being sold and the proceeds being paid out. Alternatively the registered holders can continue to control the account until the child reaches 18.

## **Retaining ownership of the account**

The BMO Junior Investment Account can also be used to invest funds intended to be used for the benefit of one or more children but where ownership of the funds is retained by the account holder.

A designation can be used to identify funds that you have set aside for a particular purpose. When you use a designation please ensure you retain a record of your intentions for the account.

## **Who can open a BMO JIA?**

You can apply if you are 18 or over and are investing on behalf of someone under 18. You can apply individually or jointly with others.

## **Are there contribution limits?**

There is no limit to the amount you can invest in the BMO Junior Investment Account.

## **How do I apply for a BMO JIA?**

To apply for a BMO JIA, complete an application form. If you intend the investment to be viewed as being held in trust, you should complete the application form in the name of the registered holders and denote the child as the beneficial owner. You can return applications, on the appropriate application form (also available on our website), in the

envelope we provide or to BMO Asset Management Limited, PO Box 11114, Chelmsford, CM99 2DG. A separate application form should be completed for each designation required.

You can make lump sum contributions to a BMO JIA by post with a cheque payable to "BMO Asset Management Limited" or online using a debit card.

Cheques should be drawn on your own, sterling denominated UK bank account. Third party cheques may be acceptable but also we need the full name and address of the payer in order to meet our requirements under the Money Laundering Regulations. The application form allows you to provide this information.

If cheques have not been drawn from a personal chequebook (i.e. a bank or building society draft) please ensure that your bank/building society have endorsed the reverse. This means that the bank/building society stamp the back of the cheque and confirm the name of the account that the cheque was drawn from. The person adding this endorsement should also sign the reverse of the cheque and note their role/title, once they have added this information for reference.

A cheque drawn on a solicitor's or accountant's client account must be accompanied by confirmation from the solicitor or accountant that the funds belong to you.

For monthly savings, please provide proof of your bank/building society details with the application form. We can accept a pre-printed pay-in slip or a cancelled cheque. Please note that we will not be able to set-up the direct debit until bank verification has been provided.

You can also make monthly contributions by direct debit either online or by completing and returning the direct debit instruction on the application form. We collect direct debits from your bank account on or around the 1st of each month.

### **What confirmation will I receive?**

Within five days of receiving your application to open a BMO JIA, we send you a Welcome Pack confirming we have set up your account. You also receive information on your right to change your mind.

### **How much can I invest?**

There is no limit to the amount you can invest in the BMO Junior Investment Account.

### **Will I have access to the money in the BMO JIA?**

Yes, you can make withdrawals in cash by giving notice in writing. If the plan is set up under trust it is the responsibility of the registered holders to ensure that the money is used for the benefit of the child

### **Is there any tax payable on the BMO JIA?**

Authorised investment trusts are exempt from tax on capital gains realised within their investment portfolios but pay corporation tax on the excess of total income received from foreign companies, fixed interest securities and deposit interest over the total of the management expenses and any loan interest that has been paid.

Overseas investment companies are subject to local taxes and will be subject to UK tax in respect of trading activities (if any) conducted in the UK. Overseas property companies are subject to the UK Non-Resident Landlord scheme in respect of rental income from UK properties. Investment companies registered in Guernsey are not expected to have a significant exposure in respect of Guernsey tax. European Assets Trust is an investment company incorporated in the Netherlands. Dividends consequently may be liable to Dutch withholding tax. Where Dutch withholding tax applies, we will provide you with full details.

Certain charges that are levied may be subject to VAT and other statutory duties.

Tax implications for the planholder depend on who the registered holder is and whether there is a beneficial owner. Tax rates and reliefs are subject to change, however the broad rules that apply, based on our current

understanding of law and practice, appear below. You should consult your tax adviser on the tax consequences of investment, based on your own personal circumstances.

### **What is the tax status of the BMO Junior Investment Account?**

Unlike a Child Trust Fund (CTF) or Junior ISA (JISA), there are no tax benefits attaching to the Junior Investment Account (JIA). However there are not the restrictions on subscriptions to or withdrawals from the account (there are no restrictions other than any minimum investment amounts) that you would have on a CTF or Junior ISA.

The tax treatment of investments held in the account depends on the circumstances of the account holder or owner of the investments.

- Where the registered holder is the beneficial owner of the investment, the investment is taxed as your own and all the normal tax rules apply. It forms part of your estate for inheritance tax purposes. You may be liable to UK tax on dividends or capital gains. If your dividend income is above the annual dividend allowance then you may be required to pay tax on the dividends received above the dividend allowance. The level of tax you will need to pay will depend on your tax status.

- Where the registered holder is not the beneficial owner the investment is taxed as belonging to the beneficial owner. HM Revenue & Customs normally treat children under 18 in the same way it treats adults, so children have an annual capital gains tax allowance and a dividend allowance. Tax will apply in the normal way, but generally will be subject to the child's own tax rates and allowances rather than your own, unless you are the child's parent and the income from assets gifted by you exceeds a certain limit ('the £100 rule' – this is explained further below).

### **Dividend Tax**

If the child is deemed the beneficial owner of the account then the dividends received are taxed as their own. However, if the money paid into the account is from one of the parents, and the dividends received total more than £100 in one year, then the dividends are taxed as the parents, regardless of whether the child is the beneficial owner of the account or not. This applies separately for each parent that has paid money in and the £100 limit applies to all income received for the child, not only that from this investment. This applies whether the dividends are paid out or reinvested to buy more shares.

If the child is not the beneficial owner of the account the dividends are taxed as the registered holders.

### **Capital gains tax**

If the child is the beneficial owner of the account, any capital gains made as a result of the sale of shares will be assessed on the child. Unlike the dividend tax position, capital gains tax liability is not affected by who made the gift. Children are entitled to the same capital gains tax allowances as adults. If the child is not the beneficial owner of the account any capital gain made as a result of the sale of shares will be assessed on the registered holders.

### **Inheritance tax**

If the child is the beneficial owner of the account then payments into the account will be considered a lifetime gift for inheritance tax purposes. There are various exemptions available which can exclude or reduce the impact of inheritance tax on your estate. For example, if you invest a lump sum, no inheritance tax will be payable provided you survive seven years after making the gift. The amount payable on a lump sum gift is also reduced if you die before 7 years has passed, but after 3 years. If you make regular savings, no inheritance tax may be payable if you can show that the payments are 'normal expenditure out of income'. Other exemptions may also apply and can be checked with HM Revenue and Customs.

The tax rules for other types of trusts are more complicated and are not addressed in this literature.

## What tax documentation will I receive?

You will receive an annual consolidated tax certificate showing details of each income payment made in the previous tax year. You will receive an annual consolidated tax certificate, in May of each year, showing details of each payment made in the previous tax year. This certificate summarises all the information required for those who need to include the investment on their tax return.

## Can I change my mind after I have applied for a BMO JIA?

It is possible to change your mind after you apply to open a new BMO JIA. When we receive your application, we will send you formal notification of your right to cancel. You will then have 14 days to notify us, if you decide to cancel. If you decide to cancel you must complete the cancellation notice within the 14 days and send it to BMO Asset Management Limited, PO Box 11114, Chelmsford, Essex, CM99 2DG.

If the share prices of the relevant Investment Trust(s) have fallen between the date of your investment and the sale of your shares after we receive your cancellation notice, you will not receive a full refund. The refund will reflect the fall in the share price, any dealing charges, and stamp duty.

## How do I set up or amend details of a direct debit?

You can set up or amend the bank account details of a direct debit online or by completing a new direct debit mandate form. You will receive this form in your Welcome Pack when you open a new account. If you need another form, download it from our website, [bmogam.com/literature](http://bmogam.com/literature), or request it from our Investor Services team.

It can take at least 14 days between us and your bank/building society to set up or amend your instruction, and it will apply to the next possible contribution after this.

You can also change the amount you invest each month or change the Investment Trusts you invest into by completing the Change of Investment Instructions form which is available on our website or by calling our Investor Services team. Accounts held in sole name can also be amended online or by calling us on 0345 600 3030. You should read the KID for the Investment Trusts you wish to invest into. Please make sure this notification reaches us at least 10 working days before the next collection date, normally the 1st of each month, so we can make the change before your next contribution.

## Can I switch between Investment Trusts?

You can sell the shares and switch between Investment Trusts within the BMO JIA at any time online, or by instructing us by post using our standard form of instruction (subject to the minimum investment amounts). You should read the KID for the Investment Trusts into which you wish to switch.

Shares are normally sold on the next business day after we receive your instruction, and we use the proceeds to purchase the new shares on the following business day. If you have a direct debit for contributing into the trust that you have switched out of, this will continue unless you instruct us otherwise.

## Can I manage the BMO JIA online?

Yes, you can manage a BMO JIA online at [bmoinvestments.co.uk](http://bmoinvestments.co.uk). Online access is provided subject to the BMO Online terms and conditions available at [bmoinvestments.co.uk](http://bmoinvestments.co.uk). Accounts with more than one registered holder will be provided with view-only access and not all account features are available online.

## How can I follow the progress of the BMO JIA?

To track the progress of the BMO JIA we send a full statement every February and August. For accounts held in joint names, this is sent to the first named holder. The full statement shows how much has been contributed to the BMO JIA during this period and the value at this date. Additional client reports are sent out as at 31 March and 30 September detailing the name of the Investment Trust held, nominal holding and valuation.

For more regular updates, you can:

- register to view the account online
- refer to the Financial Times (published daily), which gives the daily mid-market price for each Investment Trust together with the estimated NAV (net asset value), dividend yield, and discount or premium
- visit our website [bmoinvestments.co.uk](http://bmoinvestments.co.uk) where we list share prices daily

## Can any income from the BMO JIA be paid out?

For trusts that pay a dividend, visit [bmoinvestments.co.uk](http://bmoinvestments.co.uk) for information on the timing of payments. Dividends are normally reinvested into your plan to buy further shares in the trust from which the dividend is paid from (please note that this will incur Government stamp duty). Alternatively, if you wish, you may have them paid into your bank account. They will be paid within four days of receipt in the plan.

## What if I wish to transfer the shares out of BMO JIA?

You can instruct us in writing to transfer your shares to another nominee, or to issue a share certificate in your name at a cost of £12+VAT per trust, which should be paid by cheque with your written instruction. If a cheque for the total charge is not received with the written instruction, we will sell sufficient investments to realise the required amount. If you have set up a trust, the trustees remain responsible for the proper application of the assets subject to the trust.

## Can I transfer shares in my Junior Investment Account to another person?

You can transfer the shares into the name of another person on the main share register (at a charge of £12+VAT per trust), or transfer the plan into the name of another person (at no charge) by instructing us in writing. . In a joint plan, this instruction needs to be signed by all accountholders. The new plan will not be available until the new holder has completed the application process and their identity has been confirmed.. The transfer of shares into another person's name may be a disposal for tax purposes and could give rise to a capital gains tax liability. It may also have inheritance tax implications. You should contact your tax adviser if you need advice on your particular circumstances. Any outstanding fees will be deducted before the transfer.

## How do I transfer shares to a child when they reach the age of legal capacity?

You may transfer the shares to them at your discretion when they reach 18 by completing a Transfer of ownership form (available at [bmogam.com/literature](http://bmogam.com/literature)). If the child is the beneficial owner of the account the shares can be transferred to the child when they reach 18. In Scotland, as the age of legal capacity is 16 but shares can't be held by anyone under 18, shares can't be transferred until that age. The shares can, however, be encashed and the proceeds paid to the child.

## How do I sell shares from my account?

You can sell shares from your account online (Junior Investment Accounts held in sole names only) or by contacting our Investor Services team quoting your account number and we will send you a Sale of Shares form, which you should complete and return to us.

If you are a monthly saver, are only selling some of your shares, and wish to stop your Direct Debit, you must inform us of this in writing. We will continue collecting your regular payment and buying further shares unless we receive written instructions to stop collecting your Direct Debit.

If you hold a plan in joint names, all investors must sign the sale of shares form. All investors will be required to provide an original signed instruction confirming acceptance of the transaction before the shares will be sold.

For valid written instructions received by 5pm and online instructions received by 11.59pm shares will normally be sold on the next dealing day following receipt of that instruction. We must receive your instruction in writing no later than 5pm on the business day before the next dealing day.

Once your shares have been sold, we will send you the details of the transactions within 5 working days and the proceeds of the sale will follow separately. Where instructions have been faxed, we will not issue the proceeds until the original signed instruction has been received. The original should be posted to BMO Asset Management Limited, PO Box 11114, Chelmsford, CM99 2DG.

Any sale of shares may result in a capital gains tax liability, if you are in any doubt, you should seek advice.

### Minimum balance following withdrawal

If you instruct us to sell shares from your account and this sale would leave the balance below the product minimums (see Schedule II on page 14 for details) then the remaining shares will also be sold and the proceeds paid out to you. If you also hold shares in the account in other investment trusts that are not being sold, or if you have an active direct debit to continue paying into the account, then the account will remain open. If this is not the case the account will be closed. We reserve the right to close any accounts which do not meet the product minimums as set out in the terms and conditions.

### How will I receive the sale proceeds?

Payment of the proceeds less any charges will usually be made to the registered holders within five working days after settlement of the sale.

The proceeds will be sent by BACS to a UK Bank Account in the name of the registered holders if we have verified their bank details. By verified we mean we must have received proof of the bank details (such as a paying in slip (normally found at the back of your cheque book) or a cancelled cheque) before or at the time of the sale instruction being received.

If we have not verified a bank account then the proceeds will be sent by cheque payable to the registered holders. This will be sent by first class post to the address we have on our records.

### What are the fees and expenses?

There are various costs associated with buying an Investment Trust through a BMO JIA. These costs affect the overall return on your investment. Fixed transaction charges, such as the dealing charge, have greater effect proportionately on low value transactions.

Government stamp duty	Purchases – 0.5%	Sales – Nil
Dealing charge per trust	Postal instructions	£12
	Online instruction	£8
Annual charge		£25+VAT
Transfer to main share register		£12+VAT per trust

Government stamp duty applies to share purchases on all UK registered companies (or companies which maintain a UK register of shareholders). Please note the dealing charge applies to purchases and sales but not in the case of monthly savings or dividend re-investment. F&C Commercial Property Trust and F&C UK Real Estate Investments Limited are registered overseas and therefore government stamp duty does not apply.

### Other expenses

#### Bid/offer spread

The difference between the buying price (offer) and the selling price (bid) of investment trust shares. The spread varies according to the number of shares being traded and their availability in the market.

#### Annual expenses

The operating costs associated with running an investment trust, for example; the management fee paid to the investment manager or its associates, auditors' fees, directors' remuneration and promotional expenditure. These expenses are borne by the trusts and are included in the calculation of the illustration of effect of charges and expenses below.

Additional performance fees are only included if payable for the base period used to calculate the management fee rate. Details of each trust's expenses are included in that trust's page in the "Investing for you" document and the latest annual Report and Accounts.

### BMO JIA Charges

Initial Charge		Nil
Annual Charge		£25+VAT
Government Stamp Duty (Where applicable*)	Purchases	0.5%
	Sales	Nil
Dealing Charge (Per Trust Held, Purchase and sales)	Postal instruction	£12
	Online instruction	£8
	Monthly direct debit savings	Nil
	Dividend re-investment	Nil
Transfer out	Transfer to main share register	£12+VAT per trust

\* Government stamp duty applies to share purchases on all UK registered companies (or companies that maintain a UK register of shareholders). F&C Commercial Property Trust and F&C UK Real Estate Investments Limited are registered overseas and therefore government stamp duty does not apply to those investments.

### Other charges and costs

Other charges or costs that affect the overall return from your investments include:

- bid/offer spread
- annual expenses
- transaction costs.

**Bid/offer spread** – The difference between the buying price (offer) and selling price (bid) of Investment Trust shares. The spread varies according to the number of shares traded and their availability on the market.

**Annual expenses** – The operating costs associated with running an Investment Trust, for example, the management fee paid to the investment manager or its associates, auditors' fees, directors' remuneration, transaction and promotional costs. The Investment Trust bears these costs, which are detailed in its KID published on our website [bmogam.com/literature](http://bmogam.com/literature)

**Transaction Costs** – The cost of buying and selling underlying shares in the portfolio.

### How can I pay the annual management charge on my BMO JIA?

We apply the annual management charge in two equal instalments on 5 April and 5 October each year. You can set up a direct debit to pay

## Further information

Administration BMO Asset Management Limited, which has its registered office at Exchange House, Primrose Street, London EC2A 2NY, provides administration services for the plan. BMO Asset Management Limited is authorised and regulated by the Financial Conduct Authority and is entered on the Financial Conduct Authority register No. 119230.

BMO Asset Management Limited has appointed DST Financial Services International Ltd and DST Financial Services Europe Ltd to provide certain administrative services on its behalf. All correspondence should be addressed to BMO Asset Management Limited, PO Box 11114, Chelmsford, CM99 2DG.

### Investment manager

The BMO Group provides investment management services to the Investment Trusts. With the exception of the trusts listed below, the investment manager is BMO Investment Business Limited, which is authorised and regulated in the UK by the Financial Conduct Authority. Investment Trusts managed by other companies are:

Trust	Investment Manager
ICG Enterprise Trust	Intermediate Capital Group

### Nominee

The nominee is State Street Nominees Limited, 525 Ferry Road, Edinburgh, EH5 2AW or any other suitable agent the plan manager may appoint.

### Confirmation of identity

We are obliged to check all applications received for money laundering purposes. This may involve checking your name and address electronically through a reference agency. However, we will use any information we obtain in this way only for verification of your identity and

the charge online or complete our Instruction to Pay Account Charges Using a Direct Debit form. You can download the form at [bmogam.com/literature](http://bmogam.com/literature) or ask our Investor Services team for a copy. We allow ten days for your bank to accept or reject the direct debit.

If you do not set up a direct debit to pay the annual management charge or if your bank rejects your direct debit, we take any unpaid charge first from uninvested cash in the BMO JIA and, if there is not enough cash, we sell shares of the Investment Trust with the highest number of shares (note that this may not be the shares with the highest value in the account).

### How much will advice cost?

Your financial adviser, if you have one, will give you details about the cost of their advice. You pay your advisor directly. We do not process payments for advice related to the BMO JIA.

### Are there other costs involved in providing BMO JIAs and how do we manage conflicts of interest?

You can see the current costs and charges in the Terms and Conditions.

Some of our services could put us in a situation where our own interests or those of other clients conflict with your interests as an investor in our Savings Plans.

We are obliged to manage or prevent any conflicts so as not to conflict with the duties we owe to our plan investors. To fulfil our duty, we have procedures designed to identify, mitigate, and manage or prevent any such conflicts. These include organisational and administrative arrangements and controls designed to safeguard the interest of clients.

not for any other purpose. In certain circumstances we may need to request additional information to verify your identity. If this is the case we will write to you to request further evidence of identity. This will not delay your investment, however we may need this documentation before we can act on any further instructions from you about your investment or make any payments to you.

Please note a recent change of address may mean we cannot verify you successfully electronically.

### Dealing

When you contribute a lump sum, we buy shares on the next business day after the day we receive your instruction and payment providing this is a business day.

We treat switches as two separate instructions: a sale and a purchase. Until we know the proceeds of the sale, we cannot follow the purchase instruction. Consequently, we may not act on the purchase instruction until the day after the sale occurs. If you instruct us to switch and you invest monthly by direct debit, the amount you contribute through direct debit for the Investment Trust you are selling will continue after the sale unless you instruct us otherwise.

For regular investors in our Savings Plans, we:

- collect direct debits from your bank account normally on or around the 1st of each month
- purchase investments normally five business days after the direct debits are collected
- hold money we are waiting to invest on your behalf in a client money bank account
- do not pay interest on uninvested cash in your BMO JIA
- buy shares at the offer price available at the time of purchase

## Best execution

We do not provide a market dealing facility for individual buy and sell instructions. Instead we combine your investment instructions with the instructions of other investors and carry the combined order out on the next available dealing day by placing orders with a broker dealing on the London Stock Exchange. This means the price you obtain may be more or less favourable than if the order was carried out individually.

We have in place an order execution policy to ensure we take all sufficient steps to get the best possible result for you when we transmit your orders to a broker for execution, and we have a programme of pre and post trade monitoring to ensure our duties are met. We publish details annually of our top brokers and the execution results we achieve.

## Alterations to the plan

The BMO JIA manager may alter the plan or cease to act as a plan manager at any time. We will give you written notification in advance of any alteration and advise you about your options. Further details can be found in the Terms and Conditions.

## Publicly available information

A stock exchange listed companies, Investment Trusts are required to make announcements and publish information directly to the market and to shareholders in accordance with the Listing Regulations. Any information that is relevant to our BMO JIA holders that we receive from the Investment Trusts that is intended for shareholders we endeavour to make available to you.

## Questions and complaints

If you have any questions or complaints, or if you would like a leaflet outlining our complaints procedure, please contact the Investor Relations Manager, BMO Asset Management Limited, 6th Floor, Quartermile 4,7 Nightingale Way, Edinburgh, EH3 9EG or call 0345 601 3313 (Monday to Friday 9.00am to 5.00pm. Note that calls may be recorded or monitored for training and quality purposes).

If we do not investigate your complaint to your satisfaction, you have the right to refer it to the Financial Ombudsman Service, Exchange Tower, London E14 9SR, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) 0800 023 4567.

If you opened your account through our online service, you also have the option of raising your complaint through an online platform provided by the European Commission on their website [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). The European Commission is not able to resolve your complaint, but it can facilitate a resolution. Making a complaint will not prejudice your right to take legal proceedings.

## Compensation

The BMO JIA manager is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if the BMO JIA manager cannot meet its obligations. Most types of investment businesses are covered for up to £50,000, but the circumstances of the claim may impact the compensation. Further information about compensation is available from the Financial Services Compensation Scheme, FSCS PO Box 300, Mitcheldean, GL17 1DY, 0800 678 1100 [www.fscs.org.uk](http://www.fscs.org.uk).

## Corporate activity

Where appropriate, if any of the trusts you have chosen to invest in is involved in a rights issue, an issue of new shares, a takeover bid, or anything similar, the Registered Account Holder will be given information to allow them to take whatever action they decide on. Unless there is a clear instruction from the Registered Account Holder, the BMO JIA manager will not act on their behalf, unless the documents relating to the specific corporate event require the BMO JIA manager to act.

You have the right to attend and vote at General Meetings of the trust(s) in which you are invested. We will provide you with a form to name someone to vote on your behalf. The BMO JIA manager may vote shares for which we have not received instructions in the same proportion as the shares for which we have received instructions.

## Additional information

You can find further information about the trusts in which the BMO JIA is invested in their Report and Accounts. We will make these available to the Registered Contact, and they are also available to download from our website, [bmoinvestments.co.uk](http://bmoinvestments.co.uk), or you can ask for them from our Investor Services team at 0800 136 420.

# Terms and conditions for the BMO Investment Trust Savings Plans

These Terms and Conditions apply to all Investment Trust Savings Plans BMO Asset Management Limited (BMO, we, our, or us) provides to Account Holders (you, yours). Terms that are capitalised in this document are defined terms. You can find the definitions in the Terms & Conditions.

The General Terms and Conditions apply to:

- BMO General Investment Accounts and BMO Junior Investment Accounts
- BMO Individual Savings Account Plans, BMO Junior ISA Plans, and BMO Child Trust Funds, with additional terms and conditions, and modifications
- BMO Legacy Plans, with certain restrictions

Online Service Terms and Conditions apply to Account Holders using the Online Service.

## About BMO

BMO Asset Management Limited is authorised and regulated by the Financial Conduct Authority. The FCA's address is: Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN. Our registered company name is BMO Asset Management Limited: Firm Reference Number: 119230. Our registered office address is: Exchange House, Primrose Street, London, EC2A 2NY.

You can contact us using the contact details set out below:

Call: 0800 136 420

Email: [info@bmogam.com](mailto:info@bmogam.com)

Write to us at: BMO Asset Management Limited, PO Box 11114, Chelmsford CM99 2DG

## Purpose

BMO Investment Trust Savings Plans give individuals a simple way to invest in a range of Investment Trusts we manage. We do not:

- give investment advice
- recommend what to buy
- assess whether an investment is right for you
- assist Account Holders or Registered Contacts with tax returns

We only carry out transactions Account Holders or Registered Contacts ask us to make. If you are not sure if an investment is suitable for you, you should get independent financial advice.

FCA Regulations require us to tell you that we will communicate with you in English and all documentation provided to you will be in English. We process accepted investment instructions on the first available Dealing Day and combine them with other investment instructions for the same shares from other clients. We place the combined instructions with a broker we have chosen to carry them out. We have in place an order execution

policy to ensure we take all sufficient steps to get the best possible result for you when we transmit your orders to a broker for execution. We monitor the quality of our trade execution on an ongoing basis. We publish details annually of our top brokers and the execution results we achieve.

We may wait for your funds to clear before we accept your purchase instructions. If the purchase is part of a switch, we normally accept the purchase instruction once we confirm how much money came from the sale. We do not wait for settlement of the sale.

The Account Holder or Registered Contact is responsible for providing us with funds to purchase investments for the account. We only accept payments drawn on a UK bank account and payable in sterling.

If a cheque for a purchase does not clear, we cancel the purchase in full. If you send a cheque to replace one that did not clear, the date of contribution is the date we accept the replacement cheque. In the case of cheque payment, the Account Holder confirms that payment is received in full on first presentation.

When you invest by regular Direct Debit, we usually collect contributions from your bank



account on, or around, the first of the month. We invest the contribution six Business Days from the date of collection.

We carry out trades that invest direct debit contributions or reinvest dividends on a combined basis, not account-by-account. We allocate the results of trades fairly, based on the combined investment instructions we receive from Account Holders or Registered Contacts.

We pay the proceeds of a sale instruction to the Account Holder following settlement. We send the proceeds by bank transfer to the UK bank account that is in the name of the Account Holder. To do this, we must have proof of bank details either before we receive the sale instruction or at the time we receive it.

If we have not verified a bank account, we send a cheque by post payable to the Account Holder for the proceeds of the sale. We send the cheque to the address of the Account Holder. You bear the risk associated with posting the cheque.

We normally send the proceeds six Business Days after the relevant Dealing Day. We do not accept notice that you require sale proceeds by a particular time or for a particular purpose.

## General terms and conditions

### Definitions

**Account Holder** – a person (or persons) we register as the owner of the account (in this document, you or yours).

**Business Day** – any weekday that banks are open to conduct normal banking business in London. (Saturdays, Sundays, and public holidays are not Business Days).

**CTF Regulations** – this refers to the Child Trust Fund Act, 2004 Regulations and the Child Trust Fund Regulations as amended or replaced.

**Dealing Day** – any Business Day the London Stock Exchange is open for business.

**BMO Asset Management Limited** – manager of the BMO plans.

**BMO JIA** – The BMO Junior Investment Account.

**BMO CTF** – The BMO Child Trust Fund.

**BMO ISA** – The BMO Individual Savings Account.

**BMO JISA** – The BMO Junior ISA.

**BMO Legacy Plans** – these are savings plans that are closed to new applicants. Continuing Account Holders can keep the shares in BMO Legacy Plans they already hold.

**BMO GIA** – The BMO General Investment Account.

**BMO Plan** – a Savings Plan BMO manages.

**FCA** – the Financial Conduct Authority (or successor body)

**FCA Regulations** – the rules of the FCA (or successor body) as may be in force.

**FOS** – the Financial Ombudsman Service (or successor body).

**ISA Regulations** – the Individual Savings Account Regulations 1998 as amended or updated.

**Investment Trust** – an investment company (including UK-authorized Investment Trusts, UK investment companies, and overseas investment companies) listed on the London Stock Exchange and allowed as Permitted Investments under the Regulations.

**KID** – the latest Key Information Document for each Investment Trust that we must provide you in advance of you making any decision to invest.

**Legacy Investment** – an Investment Trust previously offered for investment in a BMO Plan but no longer available for new investment within the Savings Plan.

**Non-UK Investor** – an investor not resident in the UK or someone treated as tax resident by another country.

**Permitted Investments** – investments permitted for a particular BMO Plan under the Regulations.

**Post Sales Cost Disclosure** – Disclosure of all actual and implied costs and charges incurred by the investment trust over the previous year

**Pre-Sales Cost Disclosure** – Disclosure of all costs and charges anticipated to be incurred by the investment trust over the following year

**Registered Contact** – the person opening the BMO JIA who is responsible for investment choices in the account and the issuing of instructions.

**Regulations** – FCA Regulations, ISA Regulations, and CTF Regulations as the context requires.

**Savings Plans** – a group of accounts that enables investment in shares of Investment Trusts with common terms identified by a plan or product title.

**Terms and Conditions** – the terms and conditions set out in this document and in the application form

### Eligibility

You must be 18 or over to apply for an account in a BMO Plan. We will not register more than four people on a particular account. Each Account Holder or Registered Contact must give us satisfactory evidence of their identity and provide information about other beneficial owners of the account. This requirement will also include mandatory client information as required for regulatory transaction reporting for each account holder and / or decision maker. Regulations restrict who can own ISA, JIA, and CTF accounts. More information is available as explained in the relevant additional product specific terms and conditions sections.

These accounts are intended for UK investors, though we may accept at our sole discretion applications from non-UK investors. We may close or restrict accounts that, in our opinion, could require us to meet non-UK regulatory or tax obligations.

US Persons may not open accounts. A US Person is anyone subject to US law for tax purposes. This includes someone who invests on behalf of such a person. If an existing Account Holder becomes a US Person, we may restrict or close their account.

### Account applications

You can apply in writing using the application form or through BMO's online service where applicable. We may ask for additional information to establish or verify your identity or the identity of beneficial owners of the account. If you do not give this information within a reasonable time, we may close or restrict the account. You should read the latest KID for each Investment Trust you select prior to investing and you should also read pre-sales cost disclosures for the plan before setting up an account and investing.

You can find these on our website at [bmogam.com/literature](http://bmogam.com/literature) or you can request a paper copy.

We have the right to reject applications.

### Account Holder

We register the account in the name of the applicant(s). Each account has a unique identification number. To further identify an account, you may also provide us with a name for the account.

We use the address of the first person listed on the application or account as the registered address for the account.

### Client classification

We classify Account Holders as retail clients. This provides you with the highest level of protection under applicable FCA Regulations.

### Permitted transactions

You can only invest in Permitted Investments within the minimum and maximum amount for the account. You can pay into the account by:

- contributing a lump sum
- setting up a regular direct debit to transfer funds into the account
- giving us a standing instruction to reinvest dividends into additional shares of the same Investment Trust that generated the dividend.

A "switch" instruction is an order to sell shares and invest the proceeds in another Investment Trust. We process the sale instruction first, followed by the buy instruction on the following business day. If you instruct us to do a switch and you invest monthly by direct debit into the Investment Trust that you are selling, remember that amounts you invest into that Investment Trust through the direct debit will continue after the sale unless you instruct us to stop.

If your instruction to sell shares leaves the balance of that investment below the minimum permitted balance, we sell the remaining shares of that investment. If the account does not hold any other investments and there is no active Direct Debit contribution set up, we close the account.

Other than customers who hold a BMO JISA and BMO CTF accounts, Account Holders may:

- ask that shares held in the Account be transferred to share certificates in the names of the Account Holders
  - add or remove registered Account Holders
- Note that we may charge administration fees for these actions.

### Instructions

Investment instructions must be either:

- by post, using our standard form (which varies on the type of instruction), and signed by all Account Holders (or by the Registered Contact in the case of a BMO CTF or JISA); or
- through our online service where applicable

Due to regulatory requirements, we regret that we are not able to accept any investment instructions not received either on-line or using the standard form.

We ask you to use our standard forms so we have all information we need to carry out the instruction. These are available for you to download from our website, [bmoinvestments.co.uk](http://bmoinvestments.co.uk), or you can request them from our Investor Services team. You should make sure that you provide all information requested on the form in full for all named account holders and decision makers.

Investment instructions are subject to our acceptance and we have the right at our sole discretion to reject instructions. Once we accept investment instructions you may not withdraw them. We process instructions according to these Terms and Conditions.

## Buying and selling shares

We process accepted investment instructions on the first available Dealing Day and combine them with other investment instructions for the same shares from other clients. We place the combined instructions with a broker we have chosen to carry them out. We have in place an order execution policy to ensure we take all sufficient steps to get the best possible result for you when we transmit your orders to a broker for execution. We monitor the quality of our trade execution on an ongoing basis. We publish details annually of our top brokers and the execution results we achieve.

We may wait for your funds to clear before we accept your purchase instructions. If the purchase is part of a switch, we normally accept the purchase instruction once we confirm how much money came from the sale. We do not wait for settlement of the sale.

The Account Holder or Registered Contact is responsible for providing us with funds to purchase investments for the account. We only accept payments drawn on a UK bank account and payable in sterling.

If a cheque for a purchase does not clear, we cancel the purchase in full. If you send a cheque to replace one that did not clear, the date of contribution is the date we accept the replacement cheque. In the case of cheque payment, the Account Holder confirms that payment is received in full on first presentation.

When you invest by regular Direct Debit, we usually collect contributions from your bank account on, or around, the first of the month. We invest the contribution six Business Days from the date of collection.

We carry out trades that invest direct debit contributions or reinvest dividends on a combined basis, not account-by-account. We allocate the results of trades fairly, based on the combined investment instructions we receive from Account Holders or Registered Contacts.

We pay the proceeds of a sale instruction to the Account Holder following settlement. We send the proceeds by bank transfer to the UK bank account that is in the name of the Account Holder. To do this, we must have proof of bank details either before we receive the sale instruction or at the time we receive it.

If we have not verified a bank account, we send a cheque by post payable to the Account Holder for the proceeds of the sale. We send the cheque to the address of the Account Holder. You bear the risk associated with posting the cheque.

We normally send the proceeds six Business Days after the relevant Dealing Day. We do not accept notice that you require sale proceeds by a particular time or for a particular purpose.

## Transaction and periodic reporting

We issue transaction confirmations for purchases and sales of shares, but do not issue confirmations for:

- contributions you make by Direct Debit
- reinvesting dividends
- the sale of investments to settle administration and dealing charges owed to us

We send you full periodic statements showing new transactions on the account and a valuation of your investment holdings in February and August each year. We send you only a valuation of your investment holdings in May and November each year. We send them by post to the Account Holder for the account or to the Registered Contact (in the case of a CTF/JISA). You can request additional statements at any time but we may charge a fee for them to cover our reasonable costs of administration. If you

use the Online Service, you can access copies of statements and transaction history online.

We will also send you an annual after-sales cost disclosure statement together with our full periodic statement in February each year. This sets out all the costs and charges incurred during the preceding year relating to your account, and enclosing an illustration of the costs of charges on your investment returns.

You can also request an itemised breakdown of costs from us, by contacting us at our address: BMO Asset Management Limited, PO Box 11114, Chelmsford, CM99 2DG.

## Income from investments

We reinvest dividends unless you instruct us to pay them out. "Reinvestment" means using the dividend to buy additional shares of the same type that generated the dividend, if such shares are still a Permitted Investment for that account.

You may ask us to make dividend payments to a nominated bank or building society in the name of the Account Holder or by cheque. We will make the cheque payable to the Account Holder and post it to them.

Note we do not send cheques for amounts under £10. If there is less than that, we leave it in the account until there is £10 or more. At that point, we will send a cheque to the Account Holder. We will not keep dividends of more than £10 uninvested or awaiting your instructions.

## Payment of charges

We deduct transaction charges, including all third party, dealing and administration charges, from the account as soon as the transaction is processed. We apply annual management charges to the account as follows:

<b>Fixed annual management charge</b>	5 April and 5 October
<b>Variable annual management charge</b>	30 June and 31 December
<b>Variable annual management charge (Stakeholder CTF only)</b>	31 December

If the account is closed partway through a period, we apply charges at the time the account is closed.

We collect plan charges first from uninvested cash in the account. If there is not enough cash, we sell shares of the Investment Trust with the highest number of shares, or you can instruct us to collect the annual management charge by Direct Debit.

You can complete a Pay Account Charges Using a Direct Debit Form by downloading it from [bmoinvestments.co.uk](http://bmoinvestments.co.uk) or asking our Investor Services team to post the form to you. When you use direct debit to pay the charges, we allow 10 days to ensure your Bank has not rejected the payment. If your bank rejects a direct debit payment, we collect unpaid charges first from uninvested cash in the account and then by selling shares of the Investment Trust with the highest number of shares. (Note that the shares we sell may not be the shares with the highest value).

When an account is closed, we collect any pro rata annual management charge from the account first from any uninvested cash in the account and then by selling shares. We do not collect any pro rata annual management charge by Direct Debit.

## Client assets and client money

We hold client money we receive or hold for client accounts in a client money bank account at a bank we select. The client money bank account includes monies from multiple Account Holders. This bank account is separate from our own monies.

We pay no interest on cash balances held in accounts. We use interest earned on the client money bank account to offset costs of administering the plans.

When cash is held in a pooled bank account with a third party, if the third party defaults, all Account Holders have an equal claim on the cash in the account and would share pro rata the proceeds from the pooled bank account.

In order to protect your interests, shares we hold for you are held by an independent sub-custodian separately from our assets and from our non-Savings Plan clients' assets. The shares are registered in the name of the sub-custodian's nominee so it is clear they do not belong to the sub-custodian and share certificates are held as we may direct. Beneficial ownership of the shares remains with the Account Holder. We do not lend shares to third parties or use them as security for loans. Shares of a number of Account Holders are registered collectively and may not be separately identifiable. However, we will keep a separate record of your individual entitlement. If we, our delegates, or the sub-custodian fail, any shortfall may be proportionately shared among Account Holders whose shares are registered in this way.

We select the bank that provides the client money bank account and the independent sub-custodian. You agree to us giving our sub-custodian a right to retain any monies and shares held in your account, or to sell or use any of those shares, in order to pay off any charges or liabilities properly incurred on your account as a result of it providing custody services. The sub-custodian may only use this right if we do not pay any liabilities owing on your account such as service fees.

We may change sub-custodians or banks without notifying you, but will exercise reasonable skill and care when changing either. You can find information about the current bank and sub-custodian in Schedule III. The measures we take to protect your assets and money are in addition to any right you may have to seek compensation under the Financial Sources Compensation Scheme. Please refer to the section "Compensation" below.

## Responsibilities of the Account Holder

### Investment decisions

You are responsible for all investment decisions and acknowledge that we process all investment instructions on an "execution-only" basis. This means we have carried out an assessment of whether or not our Investment Trusts are complex investments, based on FCA Regulations. As our products are deemed non-complex, we carry out the investment instruction but do not give investment advice or recommend investments to you or consider whether they are appropriate for you. So you do not benefit from the protection of FCA Regulations on suitability and appropriateness. You should read the latest KID for the Investment Trust(s) you select before investing. You should also read the pre-sales cost disclosures for the plan before setting up an account and investing. You can find these on our website at [bmogam.com/literature](http://bmogam.com/literature) or we can provide you a paper copy on request.

You agree to pay, or reimburse to BMO the charges, and expenses set out in the Terms and Conditions or that you otherwise agreed to.

### Accuracy of account information

We rely on the accuracy of information you provide. If we reasonably believe instructions are incomplete or unclear, we may, where possible, delay implementing those instructions whilst we

seek clarification from you, otherwise we will reject them. To avoid unnecessary delay, please ensure you use our standard forms when giving us investment instructions or changing standing instructions.

### US investors

Shares in the Investment Trusts have not been, and will not be, registered under the United States Securities Act 1933, as amended (the US Securities Act) or the securities laws of state or political subdivisions of the United States. As a result, we do not:

- offer or sell shares, directly or indirectly in the United States (including the States and District of Columbia), its territories and possessions, and other areas subject to its jurisdiction.
- offer or sell shares to US Persons,
- accept applications to buy or contribute to shares in any Permitted Investment from a person resident in, or an entity domiciled in, the United States.

Investors must notify us if they move to the United States or otherwise become a US Person. We consider investors who become residents in the United States, or who are treated as residents for US tax or regulatory purposes, to possibly be US Persons. In that case, we require them to show evidence of residence status. If we believe they are US persons, we may freeze or restrict their account and they may be subject to the withholding and reporting requirements of the US Internal Revenue Service.

### Checking transactions and statements for errors

Mistakes can happen. You should always check transaction reports and periodic statements carefully and refer any discrepancies or questions promptly to our Investor Services team. You should report to us any uninstructed changes to account information, or failures to receive expected transaction reports, periodic statements, sale proceeds, or dividend payments within normal deadlines.

If we make a dealing error when implementing an investment instruction and you suffer a loss from market movements, we will only compensate you for such loss for the period ending either:

- when the error is corrected; or
- three months after posting the transaction report, or from the date of the periodic statement that first shows the transaction, whichever is earlier.

This means that your ability to recover losses if we make a mistake may be limited if you do not check your transaction report or periodic statement within this three month period. We are not liable for any other costs or expenses other than the loss from the movement in the market.

### Up-to-date information

You must ensure that account information we have on file is up to date, including contact details and changes in the eligibility of an Account Holder. If you fail to ensure we have the current registered address for the account, an unauthorised person could intercept correspondence. We may also suspend your account correspondences.

If account information is out of date, or if we believe the information is not reliable, we may take steps to establish the whereabouts of an Account Holder or Registered Contact. If we do, we may deduct reasonable costs we incur in doing so from the account.

### Account closure and transfer options

We do not charge exit fees when closing an account or if we transfer an account. However, we charge dealing and transfer charges, as appropriate, to cover administration costs of processing the request. We deduct a pro rata

annual management charge from the account before closing it.

You may close an account (other than a JISA or CTF) at any time by instructing us to sell or transfer all investments in the account. The Regulations require that JISA or CTF accounts be held until maturity, but you may instruct us to transfer these accounts to another plan provider. If you close or transfer an account following notice in writing from us of a material change to these Terms and Conditions as set out below that is disadvantageous to you, we will waive our usual dealing and transfer-out charges provided you notify us before the relevant change takes effect. If a payment is made to your account after it has been closed, we send the payment to you by cheque (or to the new plan provider in the case of transferring an ISA, JISA, or CTF). We typically mail out cheques for these payments quarterly in March, June, September, and December.

### Inactive accounts (N.B. not applicable to a JISA or CTF account)

If there is no activity in an account for more than six years and the account has a cash balance of less than £25, we may transfer the cash to a charity we choose. We will take reasonable steps to find the Account Holder before making such a transfer. If the account contains investments other than cash, after 12 years of no activity on the account, we may transfer the investments to a registered charity.

### Responsibilities of BMO

We will promptly execute your instructions when accepted and have in place an order execution policy to ensure we take all sufficient steps to get the best possible result when we submit orders for execution. We combine instructions from clients and place them with a broker dealing on the London Stock Exchange on the first available Dealing Day after we accept them. In combining your order with those of other clients it is possible that the effect of aggregation may work to your disadvantage for a particular order but we only combine orders where overall this is unlikely to disadvantage our clients. We meet our regulatory duties by placing the order with the broker who is required to execute the trade at the best price available for the size of the order and the availability of shares in the market and we have in place a programme of pre and post trade monitoring to ensure our duties are met. Further information is available on request about the brokers we choose to provide execution services and we publish details annually of the top five brokers we use by trading volumes and results. This information is available to download from our website at [bmoinvestments.co.uk](http://bmoinvestments.co.uk).

### Information on Permitted Investments

We are regulated under UK data protection law as data controllers and are responsible for the proper processing of any personal information held in connection with your account. We will process information about you in line with our online privacy policy at [bmogam.com/privacy](http://bmogam.com/privacy). This privacy policy also contains full details about the types of information we collect, what we use this information for, and your related rights.

### Use of personal information

We are regulated under UK data protection law as data controllers and are responsible for the proper processing of any personal information held in connection with your account. We will process information about you in line with our online privacy policy at [bmogam.com/privacy](http://bmogam.com/privacy). This privacy policy also contains full details about the types of information we collect, what we use this information for, and your related rights.

We highlight here a few key ways in which we use your information:

- **Anti-fraud and regulatory uses:** We may need to process information about you to comply with our internal policies and applicable laws in relation to the prevention and detection of -money laundering, terrorism, corruption and fraud which may include sharing this information with regulators (such as the Financial Conduct Authority and HM Revenue & Customs), law enforcement agencies, anti-fraud organisations and other organisations for anti-fraud purposes as well as with civil litigants. This processing may include profiling. From time to time we may need to verify the accuracy of our databases and we may do so by checking the information we hold about you from against databases held by certain third parties.
- **Information you provide about others:** We may need you to provide us with information about third parties such as immediate family members and you will need to let them know how we will use their information before providing it to us.
- **Export:** We may use other members of BMO Asset Management Limited, Bank of Montreal Group, affiliates or third parties to process your information. This may happen outside the UK and the European Economic Area (EEA) where data protection laws may provide less protection than in the UK and the EEA. We detail how we safeguard your personal information when processed in such countries in our privacy policy referenced above.
- **Cookies:** We use cookies and certain forms of tracking technologies. We detail how we use these in our privacy policy referenced above.
- **Marketing:** We would like to provide you with details of financial services and products that we offer which we think you might find interesting. If at any time you would like to opt out of further marketing communications, please let us know by emailing us at [Hello@bmogam.com](mailto:Hello@bmogam.com).

### Liability

We are not liable to an Account Holder:

- if we do not act on the Account Holder's or Registered Contact's instructions for any reason contained in these Terms and Conditions, or
- where we are unable to fulfil our obligations to the Account Holder either because:
  - (i) something happened that was beyond our reasonable control (for example, a problem with the postal system results in us not receiving the instruction, or we receive it too late to act on it), or
  - (ii) we would break the law or not meet regulatory requirements if we complied with the instruction.

As long as we have not acted fraudulently or negligently, we are not liable for any loss or damage suffered by you as a result of directly or indirectly carrying out your instructions. You acknowledge that giving instructions by telephone is not secure and telephone instructions are vulnerable to abuse by unauthorised parties.

We are liable to you for loss caused by our breaching the Terms and Conditions, if the loss is a foreseeable consequence of our breach. A loss is foreseeable if both of us could have contemplated it when we entered into an agreement governed by these Terms and Conditions. We are not responsible for losses that occur as a consequence of us breaching the Terms and Conditions if that consequence was not foreseeable by both of us. An example of this kind of loss is a loss of profit or loss of investment opportunity.

### Communicating with us

We are required under FCA Regulations to record our communications with you including telephone

calls and e-mails. A copy of these recordings is available to you on request for a period of five years from the date of the relevant recording.

Due to regulatory requirements from 3 January 2018, we regret that we will no longer be able to accept investment instructions that are not submitted using the relevant standard form or our on-line service.

### **Death of an Account Holder**

When an Account Holder dies, the deceased's personal representatives or the surviving Account Holders must notify us as soon as practical. In the case of jointly held accounts, we will re-register the account in the names of the surviving holders when we receive acceptable evidence of the death. When an account is held by a single person and they die, we require evidence of the authority of the deceased's personal representative in order to sell or transfer investment held in the account.

### **Exercise of shareholder rights**

We pass along to Account Holders (or as applicable Registered Contacts) shareholder communications we receive from Investment Trusts. We notify Account Holders (or as applicable Registered Contacts) when we receive interim and annual announcements, annual reports and accounts, and notices of annual general meetings.

We try to forward or notify Account Holders (or as applicable Registered Contacts) promptly about company circulars and offer documents concerning investments held in their account. We make arrangements we consider reasonable to enable Account Holders (or their Registered Contacts) to exercise rights attaching to their shares, such as votes to take up or decline entitlements.

We do not exercise rights on behalf of Account Holders without instructions and we accept no responsibility for failure to act without instructions.

When there is a shareholder vote and some Account Holders (or as applicable Registered Contacts) do not give us instructions about how to vote, we cast votes on their shares in proportion to the votes cast for shares for which we received voting instructions. This is called "scaling up" of votes. This kind of voting is subject to approval of the relevant Investment Trust and may be subject to minimum voting requirements and maximum holding limits intended to ensure the voting reflects the wishes of Account Holders (or as applicable Registered Contacts). When we send notification about a shareholder resolution that Account Holders (or as applicable Registered Contacts) are entitled to vote on, the notification specifies that they can instruct us not to include their shares in a scale up.

### **Conflicts of interest**

We have a conflicts policy in place which is designed to identify, prevent and/or manage conflicts of interest and we take all appropriate steps to limit the risk of damage to your interests. In some instances, the measures we have in place will not be sufficient to mitigate the risks in full. Regulations require us to disclose these situations to you. We draw your attention to the fact we may:

- act in the same transaction as both agent for an Account Holder and counterparty;
  - act in the same transaction or series of transactions as agent for more than one client collectively; or
  - receive payment for managing or advising an investment trust that is a Permitted Investment
- In managing Savings Plans we, and our agents, may receive access to information that is privileged or confidential. If we, or our agents, receive access to such information we do not

have a duty to use, or try to use, this information on the Account Holder's behalf.

Further details of our conflicts of interest policy are available on request by writing to us at our address set out in the "Further Information" section of our Key Features Document or on our website at [bmogam.com/literature](http://bmogam.com/literature).

### **Research**

We will only receive investment research to support our management of the Investment Trusts that we purchase at our own cost.

### **Rights of the plan manager**

This section describes our rights when we act as plan manager.

### **Sale of investments**

We may sell all or part of an Account Holder's investments and use the proceeds to set off any liability the Account Holder has to us for charges and expenses set out in the Terms and Conditions. We may apply a set off to account administration charges, such as transfer out charges, and other charges agreed to by the Account Holder (or if applicable the Registered Contact).

### **Transactions in shares**

We may carry out transactions in the shares of Investment Trusts with, or using, someone we select, including an affiliate. They may be entitled to charge and retain benefits for their services. If we believe it is in an Account Holder's best interest, we may buy or sell shares directly from or to the relevant Investment Trust.

### **Delegation**

We may employ agents in connection with the services we provide and may delegate all or any of our powers or duties to delegate(s) we choose. When delegating powers or duties we have under the Terms and Conditions, we make sure the person we delegate to is competent to carry out those functions.

### **No exclusivity**

Nothing in the Terms and Conditions restricts our right to provide investment services to others.

### **Force Majeure**

If we have acted in accordance with FCA Regulations, we are not liable if any transaction or service related to an account cannot be carried out due to:

- Acts of God
- changes to laws or regulations
- acts of terrorism
- unforeseeable market conditions affecting executing or settling transactions for an account
- strikes or industrial actions
- failure of power supplies or equipment
- any other causes beyond our reasonable control

### **Alterations and closures**

Subject to giving you notice in writing as set out below, we may also amend our agreement with you to comply with changes to the law or FCA Regulations or to respond proportionately to changes in the general law or decisions of the Financial Ombudsman Service.

Other than the changes described above, when we have valid reasons to, we may amend the Terms and Conditions and schedules, including the rates, types of charges, and other amounts chargeable to any Plan. We will give Account Holders at least 28 calendar days' notice of significant changes. For these purposes "valid reasons" are changes:

- from improving or intended to improve efficiency, timeliness, or accuracy of service; security of processing; adoption of new technology; or reliability of communications;
- from or required because of, changes in terms, including costs, or service available from third party providers; or as a result of changing these providers; or
- reflecting legitimate cost increases or reductions associated with our providing services under these Terms and Conditions at a reasonable cost (for example, as a result of changes in law or regulation) and the risks connected in providing those services
- making our agreement with you clearer

If you do not accept the changes we wish to make, you have the right to transfer your account to another plan provider or close your account in accordance with these Terms and Conditions. We will waive our usual dealing and transfer-out charges in this situation if the proposed changes are material and disadvantageous to you. If you hold a JISA or CTF account you cannot close the account but may instruct us to transfer to another plan provider.

If we close a BMO Plan, or if an Investment Trust no longer qualifies as a Permitted Investment, we notify affected Account Holders. We include in the notice information about sale, transfer, or switching alternatives. These alternatives will depend on what other providers offer. Each provider has its own terms, conditions, and charges. Account Holders may pay transfer charges under the terms and conditions of the new Savings Plan.

### **Notices**

We send notices to Account Holders (or as applicable the Registered Contact) by first class post to the registered address on the account. The mailing is at the Account Holder's risk and is treated as received two Business Days following the date of posting.

### **Compensation**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. Most types of businesses are covered up to £50,000, but the circumstances of the claim may impact the compensation. Further information is available from the Financial Services Compensation Scheme, FSCS PO Box 300, Mitcheldean, GL17 1DY, 0800 678 1100, [www.fscs.org.uk](http://www.fscs.org.uk).

### **Solving disagreements and court proceedings**

We try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do this in the United Kingdom.

## Schedule I

### A: Permitted Investments

Investment	BMO ISA	BMO GIA	BMO JIA	BMO CTF (Shares)	BMO CTF (Stakeholder)	BMO JISA
European Asset Trust NV (ordinary shares)	✓	✓	✓	✓	X	✓
BMO Capital & Income Investment Trust plc (ordinary shares)	✓	✓	✓	✓	X	✓
F&C Commercial Property Trust (ordinary shares)	✓	✓	✓	✓	X	✓
BMO Global Smaller Companies (ordinary shares)	✓	✓	✓	✓	X	✓
BMO Managed Portfolio Trust (growth shares)	✓	✓	✓	✓	X	✓
BMO Managed Portfolio Trust (income shares)	✓	✓	✓	✓	X	✓
BMO Private Equity Trust (ordinary shares)	✓	✓	✓	✓	X	✓
F&C Investment Trust plc (ordinary shares)	✓	✓	✓	✓	X	✓
BMO UK High Income Trust (ordinary shares) <sup>†</sup>	✓	✓	✓	✓	X	✓
BMO UK High Income Trust (B shares) <sup>†</sup>	✓	✓	✓	✓	X	✓
BMO UK High Income Trust (units) <sup>†</sup>	✓	✓	✓	✓	X	✓
TR Property Investment Trust (ordinary shares)	✓	✓	✓	✓	X	✓
F&C UK Real Estate Investments Limited (ordinary shares)	✓	✓	✓	✓	X	✓
BMO FTSE All-Share Tracker Fund (SC1 accumulation shares)	X	X	X	X	✓	X
ICG Enterprise Trust (ordinary shares)	Existing investors only	Existing investors only	Existing investors only	Existing investors only	X	Existing investors only
UIL Limited (ordinary shares)	Existing investors only	Existing investors only	Existing investors only	X	X	X
UIL Finance Limited ZDP Shs 5.9319p 2018	Existing investors only	Existing investors only	Existing investors only	X	X	X
UIL Finance Limited 2024 ZDP Shs 3.8025p	Existing investors only	Existing investors only	Existing investors only	X	X	X

<sup>†</sup> Formerly Investors Capital Trust

### B: Legacy Investments

Investment	BMO ISA	BMO GIA	BMO JIA	BMO CTF (Shares)	BMO CTF (Stakeholder)	BMO JISA
The European Investment Trust (ordinary shares)	✓	✓	✓	X	X	X
Blackrock Latin American Investment Trust (ordinary shares)	✓	✓	✓	X	X	X
Witan Pacific Investment Trust (ordinary shares)	✓	X	X	X	X	X
Thames River Hedge+ (ordinary shares £ class)	✓	✓	✓	✓	X	X

## Schedule II Investment Limits and Charges

Item	BMO ISA	BMO GIA	BMO JIA	BMO CTF (Shares)	BMO CTF (Stakeholder)	BMO JISA
<b>Charges</b>						
Annual Charge	£60+VAT	£40+VAT	£25+VAT	£25+VAT	0.7%	£25 +VAT
Dealing charge	0.20%	£12 postal per trust <sup>1</sup> £8 online per trust <sup>1</sup>	£12 postal per trust <sup>1</sup> £8 online per trust <sup>1</sup>	Nil	Nil	£12 postal per trust <sup>1</sup> £8 online per trust <sup>1</sup>
Switch charge (in addition to dealing charges)	Nil <sup>2</sup>	Nil <sup>2</sup>	Nil <sup>2</sup>	2 free per year then £25 per switch thereafter	Nil	Nil <sup>2</sup>
ISA/CTF/JISA transfer in	Nil <sup>2</sup>	N/A	N/A	Nil	Nil	Nil <sup>2</sup>
ISA/CTF/JISA transfer out	£50 +VAT <sup>2</sup>	N/A	N/A	Nil	Nil	£50 +VAT <sup>2</sup>
ISA/CTF/JISA Void Fee	£100 + VAT <sup>2</sup>	N/A	N/A	Nil	Nil	Nil
Stock transfer out to nominee or main register	N/A	£12+VAT per trust	£12+VAT per trust	N/A	N/A	N/A
<b>Investment minimums/maximums</b>						
Minimum initial - postal deals	£500 per trust	£500 per trust	£250 per trust	£100 per trust	£10	£500 per trust
Minimum top-up	£250 per trust	£250 per trust	£100 per trust	£100 per trust	£10	£250 per trust
Minimum DD	£50 per trust	£50 per trust	£25 per trust	£25 per trust	£10	£30 per trust
Minimum withdrawal	£250 per trust	£250 per trust	£100 per trust	£100 per trust (after 18th birthday)	£100 per trust (after 18th birthday)	N/A
Minimum Balance at trust following withdrawal	£500 per trust	£500 per trust	£250 per trust	N/A	N/A	N/A
Annual limit	£20,000 (2018/19 tax year)	No maximum	No maximum	£4,260 (current birthday year)	£4,260 (current birthday year)	£4,260 (2018/19 tax year)

We reserve the right to close any accounts which do not meet the product minimums as set out in the terms and conditions.

Item	BMO ISA	BMO GIA	BMO JIA	BMO CTF (Shares)	BMO CTF (Stakeholder)	BMO JISA
<b>Account administration</b>						
Contributions by direct debit	Monthly on 1st month or next available Business Day	Monthly on 1st month or next available Business Day	Monthly on 1st month or next available Business Day	Monthly on 1st month or next available Business Day	Monthly on 1st month or next available Business Day	Monthly on 1st month or next available Business Day
Periodic Statement dates	31 March, 30 June, 30 September and 31 December	31 March, 30 June, 30 September and 31 December	31 March, 30 June, 30 September and 31 December	31 March, 30 June, 30 September and 31 December	31 March, 30 June, 30 September and 31 December	31 March, 30 June, 30 September and 31 December
Cash / Deposit account interest rate	Nil	Nil	Nil	1% below Bank of England Base Rate (CTF Deposit account only) <sup>4</sup>	Nil	Nil
Restricted Cash Deposit Account (non-interest bearing)	N/A	N/A	N/A	Nil	Nil	Nil
<b>Income payment frequency</b>						
Dividend paid by Cheque <sup>3</sup>	Monthly on 23rd of month	Monthly on 23rd of month	Monthly on 23rd of month	N/A	N/A	N/A
Dividend paid direct to bank/building society	Within 4 business days of receipt into account	Within 4 business days of receipt into account	Within 4 business days of receipt into account	N/A	N/A	N/A

All charges may be altered in accordance with the terms and conditions

Note 1: These charges apply for lump sum payments but no dealing charges are applied for payments made by regular, monthly direct debit.

Note 2: Dealing charges still apply (at postal rate, where applicable)

Note 3: £10 minimum payment applies

Note 4: 0% floor applies

Note 5: In addition to the above charges, there are operating costs associated with running an Investment Trust that affect the overall return from your investments, for example, the management fee paid to the investment manager or its associates, auditors' fees, directors' remuneration, transaction and promotional costs. The Investment Trust bears these costs, which are detailed in the KIDs for each individual Investment Trust in addition to the pre-sales cost disclosures – these are published on our website at [bmogam.com/literature](http://bmogam.com/literature)

**Schedule III Directory**


Plan Manager BMO Asset Management Limited  
**also** Approved ISA manager BMO Asset Management Limited  
 Approved CTF manager BMO Asset Management Limited

**Administrator:** DST Financial Services International Ltd and DST Financial Services Europe Ltd

**Custodian:** State Street Bank and Trust Company

**Bank:** HSBC Bank plc

<b>SEDOL</b>	<b>Trust</b>	<b>Broker dealing</b>	<b>New money permitted Y/N</b>
BD0BSY3	European Asset Trust NV (ordinary shares)	Cenkos	Y
0346328	BMO Capital & Income Investment Trust plc (ordinary shares)	Cenkos	Y
B4ZPCJ0	F&C Commercial Property Trust (ordinary shares)	Winterflood	Y
0017505	BMO Global Smaller Companies (ordinary shares)	Stifel Nicolaus Europe Limited	Y
B2PP252	BMO Managed Portfolio Trust (growth shares)	Winterflood	Y
B2PP3J3	BMO Managed Portfolio Trust (income shares)	Winterflood	Y
3073827	BMO Private Equity Trust (ordinary shares)	Winterflood	Y
0346607	F&C Investment Trust plc (ordinary shares)	JP Morgan Cazenove	Y
B1N4G29	BMO UK High Income Trust (ordinary shares)	Cenkos	Y
B1N4H59	BMO UK High Income Trust (B shares)	Cenkos	Y
B1N4H93	BMO UK High Income Trust (units)	Cenkos	Y
0906409	TR Property Investment Trust PLC ordinary 25p	Cenkos	Y
B012T52	F&C UK Real Estate Investments Limited (ordinary shares)	Cenkos	Y
3313802	BMO FTSE All-Share Tracker Fund (SC1 accumulation shares)	DST	Y
0329501	The European Investment Trust	Winterflood	N
0365602	Witan Pacific Inv Tst ordinary 25p	Winterflood	N
0505840	Blackrock Latin American Inv Trust	Winterflood	N
0329200	ICG Enterprise Trust (ordinary shares)	Numis Securities Limited	Y (existing investors only)
BZ4BVN3	UIL Limited (ordinary shares)	Winterflood	Y (existing investors only)
BZ4BVP5	UIL Finance Limited ZDP Shs 5.9319p 2018	Winterflood	Y (existing investors only)
BDZTXY7	UIL Finance 2024 ZDP Shs 3.8025p	Winterflood	Y (existing investors only)
0133508	British Empire Trust PLC	Winterflood	N

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