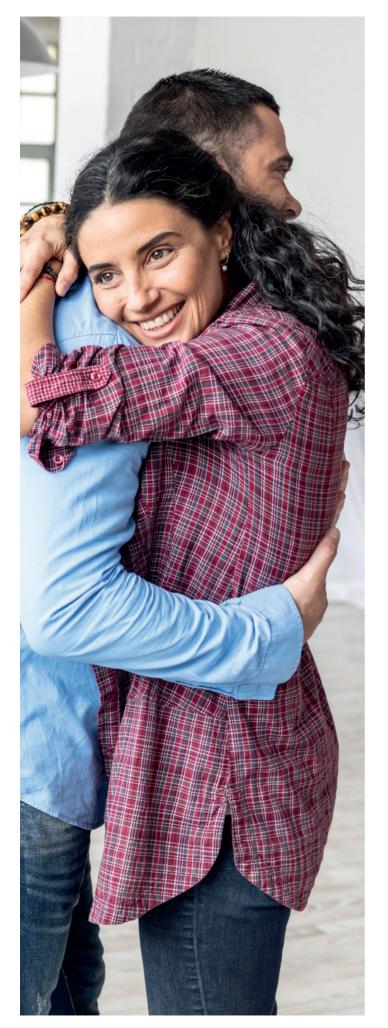




This booklet will give you all the information you need about your pension with us.

This is an important document. Please keep it safe for future reference.



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# Introduction

This booklet sets out the terms and conditions of your WorkSave Pension Plan (the scheme) with Legal & General (Portfolio Management Services) Limited (the administrator). You keep this booklet safe along with any other literature we have sent you about your pension with us.

We aim to use language that's easy to understand. Where we've had to use terms that you may not be familiar with, we've given clear definitions. The terms will be highlighted in blue like this and an explanation of their meaning can be found in the 'terms explained' section at the end of this booklet.

When we use the words 'we', 'us' or 'our' we mean the administrator, unless specified otherwise.

The words 'you' or 'your' refer to you, as a member.

The information in this booklet is based on our understanding of current law. The law may change in the future.



You can check the progress of your pension pot at any time by logging into your online account at legalandgeneral.com/mya

Call us on **0345 070 8686** (call charges will vary and we record and monitor calls).

Or write to us at:

DC Pensions Legal & General PO Box 1560 PETERBOROUGH PE1 9AP

Email us at: employerdedicatedteam@landg.com



If you'd like a copy of this or any other item of our literature in larger print, Braille or audio format please contact us via the details above.

#### Important

The personal information collected from you will be shared with fraud prevention agencies to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found on legalandgeneral.com/cifas

# **General information about the WorkSave Pension Plan**

# Legal agreement

This booklet and the following items form part of the contract between you and us:

- This member booklet
- The membership certificate, and;
- The fees and charges schedule and/or the section titled 'What are the charges?' in the personalised Key Features you receive once you have joined

In addition, should you submit any of the following it will also include:

- Any application form you completed as part of the joining process
- Any application form you completed as part of the taking benefits process, and;
- Any Facilitated Adviser Charge agreement

# The scheme

The Legal & General WorkSave Pension Plan is known as the scheme.

The scheme is a registered pension scheme under Part 4 of the Finance Act 2004. The scheme registration number is 00714474RE. It has been established by a declaration of trust. Legal & General (Portfolio Management Services) Nominees Limited is the trustee and Legal & General (Portfolio Management Services) Limited is the scheme administrator.

The scheme is governed by a set of scheme rules. These rules include the provisions which are required in order for the scheme to be a registered pension scheme. You can request a copy of the scheme rules by contacting us. In the future it may be necessary to change the scheme rules. We explain why we may do this under 'Closure or amendment of the scheme' on pages 21 and 22.

We impose certain conditions and restrictions on the operation of the scheme and these are set out in this booklet.

If there is a conflict between the scheme rules and the documents listed in the 'Legal agreement' section, the scheme rules take priority.

If there is a conflict between this member booklet and any of the other documents listed in the 'Legal agreement' section, then this member booklet takes priority. The investments and money in the scheme are held by the trustee in the trustee's name. Benefits under the scheme are payable by the trustee on our instruction. Any benefits provided under an insured arrangement are secured under the scheme policy. The scheme policy is provided to the trustee by Legal and General Assurance Society Limited (the 'insurer').

# Joining the scheme

Saving into a pension is a simple, low-cost and taxefficient way to save towards your future. The money that you and your employer pay in builds up to create your pension pot.

The scheme is suitable for employers who want to automatically enrol their employees into a pension scheme to comply with the Pensions Act 2008.

You will normally join the scheme either by automatic enrolment or at the invitation of your employer.

#### Joining by automatic enrolment

You may be automatically enrolled into the scheme.

If you do not want to be in the scheme, you can opt out at any time. When you are enrolled you will be provided with information on how to do this. If you opt out within one month of being automatically enrolled you will get back any contributions you have paid in and you will be treated as if you never joined.

If you decide to opt out after one month, you will not be able to get back the money you have already paid in (and it will remain invested, together with any money paid in by your employer), until you take your benefits (see 'Taking your benefits' on page 13).

Once you have opted out, if you are still eligible, your employer must automatically re-enrol you into a **qualifying pension scheme** every three years. If this happens, you can opt out again, if you wish.

You will be able to check the details we hold for you online and update them if anything needs to change.

#### Joining by contractual enrolment

Your employer may enrol you into the scheme for a reason other than automatic enrolment. If they do this we will confirm to you the information they have provided to us about you. Please check that these details are correct and let us know if they need to be updated.

We will send you a notice of your right to cancel. If you decide you don't want to be part of the scheme, you will have to complete and return the cancellation notice to us at the address shown in the notice on or before the 30th day after you receive it. If you cancel you will get back any contributions you have paid in and you will be treated as if you never joined.

#### Joining by application

If you apply by completing and submitting an application form you will need to answer all relevant questions before we can accept your application. If we accept your application we will send you a notice of your right to cancel. If you change your mind about joining the scheme, you will have to complete and return the cancellation notice to us at the address shown in the notice on or before the 30th day after you receive it. If you cancel you will get back any contributions you have paid in and you will be treated as if you never joined.

#### Your membership of the scheme

When you join we will set up an arrangement for you. The scheme provides pension arrangements for many members, of whom you are one.

You will have been sent a membership certificate with this booklet which confirms your membership of the scheme. If you have more than one arrangement you may have more than one membership certificate. Your certificate tells you your unique arrangement number which you should quote whenever you talk to us. You may also see this referred to as a pension account number, customer number or policy number.

You should keep both this booklet and the membership certificate(s) we send you in a safe place. The terms and conditions in this booklet will apply separately for each arrangement.

If you have more than one arrangement, they do not have to have the same selected retirement date.

There are two types of arrangement and you may have one or more of either or both:

Insured arrangements

We invest your money in one or more of our insured funds. You can find out more about how this works on page 8.

 Self-invested arrangements
Self-investment allows you to invest outside of our insured fund range. Your payments will be invested in investments selected by you, a discretionary fund manager or a financial adviser chosen by you. More information can be found on page 11.

# **Eligibility**

You are eligible to join the scheme if:

- You are under age 75, and
- You are resident in the UK.

# **Selected retirement date**

The scheme is designed to provide an income, cash lump sums or a combination of both from Normal Minimum Pension Age or at a later date if you choose. Your selected retirement date will be set by your employer, but you are not required to take your benefits at this date and once you've joined you can change it at any time.

We will use this date when we provide you with a personalised illustration of what your pension could be worth and in your annual pension benefit statement.

You may be able to take your benefits earlier than Normal Minimum Pension Age if you have a protected retirement age or are certified by a medical practitioner as suffering from ill health or serious ill health. You can find more information about this on page 13.

We will contact you before your selected retirement date with detailed information about your options. If we are unable to get in touch we may extend your retirement age by up to five years. If we do this we will also review where your money is invested.

# Paying into your arrangement

Payments can be made into your arrangement in the following ways:

- Regular contributions from you and/or your employer
- One-off amounts from you and/or your employer
- Payments on your behalf from a third party
- Transfer payments from another registered pension scheme or from an overseas pension scheme that meets certain requirements set by HM Revenue and Customs (HMRC) (this is called a qualifying recognised overseas pension scheme or 'QROPS').

# **Regular contributions**

Generally, your employer will take your regular contributions from your salary and pass them on to us, along with any additional amount that they are paying in for you. This will be on a date and frequency agreed between us and your employer.

If you decide to invest outside of our insured fund range (self-investment) it will not be possible to make any regular contributions directly into your selfinvested arrangement.

#### If you joined through automatic enrolment

If you are auto-enrolled a minimum amount must be paid into your arrangement. These amounts are set by auto-enrolment legislation and you can find details at <u>gov.uk/workplace-pensions</u>. These contributions may increase over time. Your enrolment communications will have explained what this means for you.

Your contributions are also linked to your salary so if your salary increases, so will the amount you pay in.

# If you joined by contractual enrolment or application form

Your contributions and/or payments must be equal to or greater than the minimum amounts set by us. Please contact us for details of our current minimums.

If you pay your regular contributions yearly, any payments or increases must be paid on the anniversary of the date they started.

Your employer may be using the scheme to meet their legal duties under auto-enrolment legislation. This may mean that even though you have not been auto enrolled, the minimum contributions you and your employer pay will still need to meet those requirements. You will be told if this applies to you.

#### Changing the amount you pay in

You can increase or decrease your regular contributions at any time but you may have to meet a minimum amount set by us, your employer or auto-enrolment legislation. You should speak to your employer to arrange this. They may restrict the number of times you can do this in a year. If you are no longer in employment, please contact us.

#### Stopping regular contributions

You can stop paying in completely but you will need to think about the following:

- Our charges may mean that your pension pot is worth less than you have paid in, particularly if you stop contributing in the first few years after joining, and
- Your employer may stop paying in too.

If you're still eligible your employer must automatically re-enrol you every three years into a qualifying pension scheme, although you can opt out again if you wish.

You must stop paying personal contributions once you reach your 75th birthday but your employer can continue. You can alter your selected retirement date to any date before your 99th birthday.

#### **Restarting regular contributions**

If you have previously stopped paying into your arrangement you may restart again at any time. You will need to agree this with us and with your employer, if applicable.

## **One-off payments**

You can make one-off payments to your arrangement at any time. You can do this through your employer's payroll (if available) or contact us to find out how.

Unless you tell us otherwise, we will invest your one-off payment in line with your current investment instructions for your regular contributions. If you would like to self-invest, your payment will be held in your member's SIPP bank account until you instruct us how it is to be allocated.

Contact us for information on how to make a one-off payment, to check the minimum amount you can pay in and the terms that apply.

When we receive your payment we will send you a statement to confirm that the payment has been invested.

### **Transfer payments**

Transfer payments can be made in to your pension with us from another UK Registered Pension Scheme or QROPS at any time.

If you decide you want to transfer you should contact us and we will send you the transfer paperwork. If you are still not sure, we recommend you seek financial advice. There are some circumstances where we cannot accept your transfer without you having received a recommendation to transfer from a financial adviser. We will tell you what these are when you contact us. You can find a financial adviser in your area at <u>unbiased.co.uk</u>. Advisers usually charge for their services.

# Leaving your employer

If you leave your employer, they will stop making contributions to your arrangement. You can choose to:

- Continue to make personal contributions. Please contact us to set up a direct debit to enable us to collect your contribution
- Transfer the value of your arrangement to another registered pension scheme or QROPS
- Leave your arrangement invested without making any further contributions.

If you leave your arrangement invested with us we will continue to take charges.

We may also provide your former employer with information, which does not identify you, about your arrangement to help with its ongoing management. This data is most likely to relate to the choice of default investment option for your employer's plan.

As a result of leaving your employer, your future investment options may change. Your current investments may also change, but if this is the case we will tell you.

# Tax relief

# Tax relief on your contributions

We'll automatically claim basic rate tax relief from the government on your behalf and we'll add it to your arrangement. We'll do this on any contributions you make personally, whether it's a regular contribution or a one-off. You will continue to receive tax relief up until your 75th birthday.

If you pay one of the higher rates of income tax, you're entitled to receive tax relief at the higher rate, but you will need to claim the additional relief through your annual self-assessment tax return, or by applying direct to HMRC.

How much tax relief you receive may depend on which country you live in within the UK. HMRC will tell us which rate to apply. You can find out more about what this means for you at gov.uk/income-tax-rates

To benefit from tax relief you must be a relevant UK individual. This means you must be:

- In receipt of relevant UK earnings; or
- A resident in the UK for at least part of the tax year; or
- A resident in the UK in one or more of the preceding five tax years and when you joined the scheme; or
- A crown servant, or the spouse or registered civil partner of a crown servant.

You will not receive tax relief on transfer payments or regular or one-off payments made by your employer.

Your personal circumstances can affect how these conditions apply to you. If you are no longer a UK resident, or if you have any earnings from outside the UK, there may be tax implications for you. If you aren't sure, we recommend you seek financial advice.

## Salary sacrifice

Your employer may offer you the option of paying by salary sacrifice (sometimes called salary exchange).

If your employer offers salary sacrifice, you can choose to give up part of your salary in return for an increased pension contribution from your employer. This means that the contribution is taken from your pay before tax, so you benefit from tax relief straight away, and you save on national insurance too. If your employer offers salary sacrifice, they will contact you with more information.

# Limits and allowances

You can pay the equivalent of your relevant UK earnings each year (or up to a basic amount set by HMRC if that's greater) and still get tax relief.

The government has put in place an annual allowance which includes any money that you pay in and any money that your employer pays in on your behalf, to this arrangement or any other pension savings you may hold. Any basic rate tax relief we claim on your behalf will count towards your allowance too. It also includes benefits you might still be building up in defined benefit schemes. If you exceed the annual allowance you may pay tax on any amount paid above it.

Once you have accessed your pension savings, the total contributions you can make over a tax year may be limited depending on how you accessed your money. This limit is called the money purchase annual allowance. It applies to all pension savings you may have and will apply from the point that you first access them.

This section is only intended to summarise pension tax legislation. For up to date information on tax rates and allowances you can go to gov.uk.

Understanding the annual allowance and how it could affect you is very important. If you think your contributions might exceed any of these allowances, we recommend you seek financial advice. You can find a financial adviser in your area at <u>unbiased.co.uk</u>. Advisers usually charge for their services.

# Repayment of overpaid or ineligible payments

Once a contribution or one-off payment has been paid to the scheme, and the one-month cancellation period or opt out period has ended, it cannot be refunded if you were entitled to receive tax relief on it. If you were not entitled to receive tax relief on the contribution or one-off payment, or we collected the money in error, we may refund it. The amount refunded to you will reflect any change in investment value between the time it was invested and the time we make the refund.

You will be required to provide satisfactory proof to us that the contribution did not qualify for tax relief before any refund can be made. This may include copies of correspondence you have had with HMRC or other pension schemes. Please contact us to find out what proof is required for your particular circumstances. Any refund must be paid within six tax years following the tax year in which the contribution was made.

# Insured arrangements

The money that you and your employer pay in builds up in your arrangement. We invest your money in one or more of our insured funds.

You can find details of all your investment choices on your plan website or by logging on to

#### legalandgeneral.com/mya.

You can change your investment choices at any time in your online account or by calling us.

You can choose a maximum of 50 funds at any one time or one lifestyle profile. We may add or remove funds from time to time.

We are not responsible for the choices and actions taken by you, your employer, or any financial adviser appointed by you, in selecting funds or monitoring your individual fund choices.

### Investments

The investments and the money in the scheme are held by the trustee and are paid out by them at our instruction.

All investments in your insured arrangements are managed by the insurer. The insurer makes the funds available through the scheme policy.

#### For those joining by automatic enrolment

When you are enrolled we will automatically invest your contributions into the default investment option for your plan. You will be told what this is in your enrolment communications.

We are responsible for selecting the default investment option for the scheme. Your employer and their adviser may have chosen a different default investment option. If this happens we are responsible for approving their choice but will rely on information provided to us by them to do this.

You may have the option to choose where your money is invested before you are enrolled. Your employer will tell you if you can do this.

#### For those joining by contractual enrolment

We will invest your contributions in the fund(s) notified to us by your employer. If more than one fund has been selected your contributions and payments will be applied in the proportions specified.

#### For those joining by application

We will invest your contributions in the fund(s) chosen by you. If you have selected more than one fund your contributions and payments will be applied in the proportions specified at the time of joining.

#### Future contributions and payments

If you don't tell us where you would like your money invested we will use your previous instructions.

### The types of insured funds available

Your money may be invested in one or more of the fund types currently available:

#### i) Internal funds

These are funds managed by a Legal & General Group company. Some funds are managed by Legal and General Assurance (Pensions Management) Limited (PMC) and usually include the letters 'PMC' in the fund name. As Legal and General Assurance (Pensions Management) Limited is an insurance company it provides its funds to the insurer by way of a reinsurance agreement.

#### ii) External funds

The day-to-day investment decision for these funds is taken by a company that is not a Legal & General Group company. When you invest in an external fund, we buy units in a Legal & General fund that invests in the corresponding fund managed by the other company. You do not hold units directly in the other company's fund.

### **Investment strategies**

#### Blended investment strategies (blends)

These are funds that usually invest in two or more underlying funds that are managed by a Legal & General Group company or an external fund manager.

#### Lifestyle profiles

A lifestyle profile is an investment strategy that automatically moves your money between funds over time. These pre-planned switches will depend on how long you have until your selected retirement date.

# Your plan default investment option may be a lifestyle profile.

You can only invest in one lifestyle profile at a time and will not be able to select additional funds if you are invested in a lifestyle profile. You can change your investment choices at any time.

When you invest in a lifestyle profile it will automatically apply to both your existing and future contributions. You cannot apply a lifestyle profile to future contributions only.

#### **Target Date funds**

Target Date funds allow you to match your investment strategy to a 'target date range'. This will normally include the date at which you currently plan to retire. For this reason they are sometimes described as target date funds. Each Target Date fund adjusts the way your savings are invested as you move closer to and then into retirement.

### Units

Each fund is divided into units. When you invest in a fund you buy units in that fund. The value of units will change as the value of the underlying assets purchased by the fund changes. If the unit value goes up the value of your pension pot will increase. Similarly if the unit value falls, so will the value of your pension pot.

We link the units to your arrangement to help you understand its value.

We buy units using the following price:

- If paid by Direct Debit: we use the unit price calculated on the working day we receive your contribution
- In other cases: we use the unit price calculated on the second subsequent working day after we receive the money. If we receive the money after 4pm, the third working day will be used.

We buy units as soon as we are notified that your contribution will be made. If the money paid is not cleared through the applicable bank account and the contribution fails we will cancel the units that we have bought. If we incur market losses as a result of cancelling units and you paid those contributions yourself, we may need to recover those losses from you.

At certain times and in certain circumstances the unit price we use may be different from that described above. You can find out more on page 19.

At the time you claim your benefits you will be told which unit price we will use.

If benefits are payable after you die, your beneficiary and any successor beneficiary will be told which unit price we will use at the time that they claim.

If the value of your pension pot is being calculated on or after your 99th birthday, we will use the unit price calculated for the working day immediately before your 99th birthday.

Units are only priced on days that the manager of the fund is dealing, and allocated on days that the manager of all the funds you are invested in is dealing. If an underlying fund manager is not dealing on that day, your transaction will be deferred until the next dealing date of all the underlying managers.

The number of units we will allocate to your arrangement may be rounded to the nearest 0.001 part of a unit.

# Valuation of funds

The insurer will normally value each fund on each working day, using the latest valuation of the underlying fund. They will specify the basis of the calculation of the minimum and maximum unit price applicable to the fund as follows.

Funds will normally be valued based on the value of the assets held in the fund, or the latest available unit price of the investment in which they invest, on that working day or as at close of business on the previous working day.

This may change due to exceptional market circumstances. See 'Making changes' on page 18.

## Setting the unit price for transactions

The unit price applied to the purchase or sale of units is set to ensure fairness between those members who are actually transacting and those who are simply holding units.

When units are bought or sold, a proportion of the underlying investments are also bought or sold and this incurs costs such as duties, taxes or broker fees. To ensure fairness, most managers try to apply these costs only to the members who incur them, those buying or selling units, rather than to all the members invested in the fund. Managers do this by adjusting the unit price up or down based on whether the overall cash flows are in or out of the fund.

Where external funds are used, and some internal funds, we base our price on the information supplied to us by the underlying manager. There are some exceptions to this, such as property funds. More details are provided on page 19.

Where we apply rounding to unit prices, we will not round up or down by more than 0.1p.

# Moving between funds ('switching')

You can move between funds at any time. This is often referred to as switching funds. When you do this we exchange the units in one fund for units of an equal value in a different fund. The value of the units in each fund will normally be calculated based on the unit prices on the second subsequent working day following receipt of your instruction. If your request is received after 4pm then we will use the third working day following receipt of your instruction to complete your request. If an underlying fund manager is not dealing on that day, your transaction will be deferred until the next dealing date of all the underlying managers. There are some exceptions to this, such as property funds. More details are provided on page 19. When moving between funds, it is possible that a transaction cost can apply.

We may restrict or refuse a switch for the following reasons:

 If the value of the units being switched is less than £100

- If the switch would mean you investing in more than the maximum number of funds allowed
- The fund you have chosen is, or is about to be closed.

We don't charge for switching your investment funds and there is no limit to the number of times you can do it, but this may change in the future. See 'Our right to make changes to the terms and conditions' on page 20 for more information. You should be aware, however, that transaction costs may be applied.

Unless you tell us that your future contributions are to be invested in your new fund we will continue to invest them in your previous fund choice.

# Changing where future contributions are invested ('redirection')

You can tell us where you would like your future contributions to be invested. This is often called 'redirection'.

We may restrict or refuse a redirection for the following reasons:

- If the redirection would mean you investing in more than the maximum number of funds allowed
- The fund you have chosen is, or is about to be, closed.

We don't charge for redirecting your **funds** and there is no limit to the number of times you can do it, but this may change in the future. See 'Our right to make changes to the terms and conditions' on page 20 for more information.

If you only tell us how you would like your future contributions to be invested, your existing contributions will remain invested in your previous fund choice.

## **Errors in calculating unit prices**

Should the insurer identify an error in calculating a unit price it will be recalculated as soon as possible. This will normally mean correcting the unit price the next time it is calculated. If you have either bought or sold units at an incorrect price then the correct unit price may be retrospectively applied to your arrangement by either adding or subtracting units in that fund providing the error alters the value of the arrangement by at least £10. If the error results in a loss or gain of less than £10 the error will not be corrected.

If, at the time of rectification, the error was in your favour and the value of your arrangement is below the amount of money owed to us then we may ask you to repay us by cheque providing the amount owed is at least £100.

If an error was found after your arrangement has been transferred away from us we will try to send money to your new pension provider. If this is not possible, we may make a cash payment.

# Self-invested arrangements

Self-investment allows you to invest outside of our insured fund range. Your payments will be invested in investments selected by you, a discretionary fund manager or a financial adviser chosen by you. This may include share contributions from your company share plan if your employer makes this available to you.

Your self-investments will be held in a separate arrangement, with a separate arrangement number. This is called a self-invested arrangement. It will be linked to any insured arrangement(s) you may have by us using your insured arrangement number.

When describing your self-invested arrangement we may use the terminology self-invested personal pension (SIPP) or self-invested arrangement.

Your self-invested arrangement will be administered by us and the assets will be held by the trustee. We may use other firms to support us in the performance of our administration duties.

# Member's SIPP bank account

When you decide to self-invest we will set up a bank account, within your self-invested arrangement, called a member's SIPP bank account. The purpose of this bank account is to:

- Facilitate the buying and selling of any investments
- Receive any transfer payments, and one-off payments
- Receive any interest in relation to the member's SIPP bank account
- Make payments out, for example benefit and transfer out payments
- Buy pension annuities or other retirement products
- Pay any charges or fees, including any tax charges not taken directly from benefit payments
- Receive any income arising from self-investment, for example, share dividends
- Receive tax relief on any one-off payments.

Any self-investment will only be made if there are sufficient cleared funds in the member's SIPP bank account.

If the member's SIPP bank account has a positive balance, interest may be payable. The interest rate is set by the bank account provider for the time being and may not be directly linked to the Bank of England base rate. The interest rate can go up or down. For details of the current bank account provider, and the latest interest rate, please contact us. It's only money in the member's SIPP bank account on which interest may be payable, as described here. Interest is not earned on any cash that you hold with our stockbroker directly.

# **Permitted investments**

You may choose your own investments which will be arranged by us on your behalf. Alternatively, you can appoint a discretionary fund manager that already has an agreement in place with us to manage some or all of the investments of your self-invested arrangement.

A list of the assets that we accept as permitted investments is detailed in the permitted investment schedule. Please contact us on 0345 674 0766 for the most up-to-date version. Call charges will vary and we may record and monitor calls.

We cannot accept any responsibility for losses, costs and/or legal fees that may be incurred as a result of your investment choices.

From time to time we may add or remove investments from the permitted investment schedule. Some of the reasons why we might do this are:

- To introduce new investments and/or investment categories to the list
- Where we can no longer support the administration of certain types of investment
- Where we reasonably believe that an investment represents an increased level of risk which could impact upon us, other members and/or the trustee of the scheme
- Where regulation and/or changes to legislation materially increase the cost and/or the complexity of the administration to us of holding a particular asset
- Where the investment is incompatible with the good management of the scheme.

If a permitted investment, that you are invested in, is removed from the permitted investment schedule, we will write to you to tell you what we intend to do and will explain your options. Depending on the circumstances we may do one of the following:

- Sell the asset immediately and tell you after the sale
- Let you know that the asset will be sold at a future date, or
- Let you know that you will not be able to invest more money into this asset but that what you already hold can remain invested.

# **Buying and selling assets**

On receipt of all of the information we require from you, we will buy and sell assets in your self-invested arrangement in accordance with your instructions and the scheme rules.

In addition, we will follow our order execution policy to help get the best possible result for you. You can ask us for a copy of this policy at any time by contacting us on **0345 674 0766**. Call charges will vary. We may record and monitor calls.

## **Connected transactions**

If the result of a transaction that you are involved in is not the same as it would have been had the transaction been with someone not connected to you ('at arm's length') you may have to pay a tax charge. This is required by HMRC to ensure the right amount of tax is paid. We will notify HMRC of sales and purchases at a price below market value between connected people as failure to do so could be seen as tax evasion.

## **Discretionary fund managers**

We have agreements in place with one or more third party discretionary fund managers. You can make an application to them to manage the investments in your self-invested arrangement and they will then apply to us to fulfil this role. The discretionary fund manager must adhere to the requirements stipulated by us, this includes our reporting requirements and permitted investment schedule. Should a discretionary fund manager fail to adhere to either our reporting requirements or permitted investment schedule then we can terminate our agreement with them.

The discretionary fund manager would then need to send us the cash value of the portion of your arrangement that they manage on your behalf. We will tell you 30 days before we do this.

You are responsible for selecting a discretionary fund manager, from those we have agreements with, and for paying any fee agreed outside of this arrangement for the services they provide. We will not introduce or recommend them or monitor their performance.

# **Fees and charges**

The charges you pay for your self-invested arrangement depend on the type and value of the assets held in your arrangement.

Details of the fees and charges relating to your selfinvested arrangement are in the fees and charges schedule given to you when you started your selfinvested arrangement. You can ask us for an up-todate copy.

The fees and charges may change; see 'Our right to make changes to the terms and conditions' on page 20. If this happens we will tell you 30 days before we do this.

# Information and voting rights

We may receive information from an investment manager or fund provider telling us of actions they are taking which affect the investments held in your self-invested arrangement. We will use all reasonable endeavours to send these notices to you in a timely fashion.

You may choose to exercise your voting rights in respect of certain investments. Details of how you exercise your rights are available on request by calling **0345 674 0766**. Call charges will vary. We may record and monitor calls. We may make a charge for each voting right exercised as detailed in the fees and charges schedule.

# Calculation of the value of self-invested assets

The amount available to provide benefits at any date will be the value of your self-invested arrangement after any outstanding fees and charges have been taken.

# **Taking your benefits**

# **Choosing your options**

You can take money from your arrangement any time after you reach Normal Minimum Pension Age. When you want to do this, let us know and we will send you information about your options. If you've not already started taking money from your arrangement we will send this information to you at least 4 months before your selected retirement date.

If we have not already seen proof of your age we will ask you to provide proof to us at the time.

You don't have to limit your choice to one option or provider. You can mix and match your options for each arrangement you have. Or you could use only part of your arrangement and leave the rest to be decided on later.

You should shop around to find what's best for you.

You don't have to stay with us. Different providers offer different options, features, rates of payment, qualifying criteria and charges.

If you want to take any of the options available to you, you must tell us in writing at least one month before the date when you take your benefits. Once we receive a valid instruction from you, we will make the requested payments from your arrangement.

You must take all your money from your arrangement by the time you reach your 99th birthday.

# Ill health early retirement

If you are and will continue to be, medically incapable of carrying on with your current occupation, because of injury, sickness, disease, or disability, then you may be able to take your pension benefits earlier than the Normal Minimum Pension Age.

A registered medical practitioner must provide us with written evidence of your ill health. We will need to review and accept your declaration before paying any benefits.

If you think this may apply to you, please contact us.

# Serious ill health

Serious ill health is defined by HMRC as likely having less than a year to live. If you are suffering from serious ill health you can take all your benefits as a single lump sum (known as a 'serious ill health lump sum') at any age and can be paid subject to the following conditions:

 A registered medical practitioner must provide us with written evidence stating that your life expectancy is less than a year, before the payment is made. The completed declaration will then need to be reviewed and accepted by us before the serious ill-health lump sum can be paid.

- The maximum amount payable on a tax-free basis will be limited to your available Lump Sum and Death Benefit Allowance.
- The option to take a tax-free lump sum in this way is not available if you are aged 75 or over, or for any part of your pension pot that you have previously put into flexi-access drawdown. In those cases, you can still take that part as a lump sum but it will be subject to income tax.

If you think this may apply to you, please contact us.

# **Protected Pension Age**

You may also be entitled to take your benefits earlier than the Normal Minimum Pension Age if you have a protected retirement age. If you believe that you have a protected retirement age that is lower than the Normal Minimum Pension Age and you wish to begin taking your benefits prior to the Normal Minimum Pension Age, please contact us.

# Things to think about

We can withhold a payment until we have received any evidence we have requested. This may include, for example, a copy of your membership certificate, birth certificate or marriage certificate or proof of the identity or survival of the person entitled to receive benefits. If the payment of the benefit is to your dependant or beneficiary we will also need a death certificate.

If you wish to retire earlier than the Normal Minimum Pension Age, then we may also need to withhold payment until we have verified that you have a protected retirement age. This may include, for example, making contact with the provider of any previous arrangements through which you may have obtained a protected retirement age, or requiring you to provide relevant documents or information.

Depending on how you chose to invest your arrangement there may be unavoidable delays in selling assets, which could delay us making payments. If we think this might happen we will let you know as soon as possible after we have received your instruction. We explain why these delays might happen on page 19.

We will make any payments of **benefits** directly to you by bank transfer, directly to a bank account nominated by you in your application to take your **benefits**. We will not make benefit payments to third parties unless instructed to by someone with a valid power of attorney.

# **Taxation of your benefits**

This section is for guidance only and is a summary of our understanding of current tax legislation. Tax law will always override anything set out here and may change in the future.

In most circumstances, 25% of all or part of your pension savings can be paid tax-free, subject to any allowances. The remainder is payable as taxable income under the Pay As You Earn (PAYE) system. This means that we'll apply a tax code as provided by HMRC.

If you take a flexible regular income (flexi-access drawdown) or take your money in a series of cash lump sums (uncrystallised funds pension lump sums) we'll deduct tax based on the emergency tax code as we are required to do by HMRC on the first payment you take. This may mean that we deduct too much or too little tax. However, HMRC should adjust your tax code for any further payments we make to you, so that they are taxed at your normal rate of income tax and so that any overpaid or underpaid income tax on the first payment is taken into account.

Any deductions we make and pay to HMRC will be based on their rules. If you believe you have paid too little or too much tax you can contact them directly.

Once you have accessed your pension savings, the total contributions that can be made over a tax year may be limited to an amount called the money purchase annual allowance. It applies to any money you and your employer contribute to this scheme, and any other pension savings you may have. It will apply from the point that you access your pension savings. If you access your pension savings with us we'll tell you if it affects you. For up to date information on tax rates and allowances visit **gov.uk**.

# Getting help with your options

To help you understand the tax implications of your options as well as any impact they may have on your entitlement to state benefits, you can get free and impartial guidance from an independent government-backed service, Pension Wise, a service from MoneyHelper. To find out more or book an appointment visit <u>moneyhelper.org.uk/pensionwise</u> or call **0800 138 3944**.

You can also choose to receive personalised advice from a financial adviser. You can find one in your local area at <u>unbiased.co.uk</u>. Advisers usually charge for their services.

Legal & General can help you to access guidance and advice. Please visit your scheme website (if applicable) to see what services are available to you. Or you can call us on **0345 070 8686** for more information. Call charges will vary and we may record and monitor calls.

# Lump Sum Allowance (LSA)

When you access your pension, you can usually take up to 25% of it as a tax-free lump sum.

Your 'Lump Sum Allowance' is the maximum amount of money you can take as tax-free lump sums from all the pensions you have. While you can still take out money over this allowance, you will need to pay income tax on it.

The Lump Sum Allowance is £268,275. It will be higher if you have any protected tax-free lump sums, or a protected lifetime allowance.

# Lump Sum and Death Benefit Allowance (LSDBA)

Your 'Lump Sum and Death Benefit Allowance' (LSDBA) is the total amount of tax-free money you can take across all the pensions you have as a:

- tax-free lump sum
- tax-free serious ill-health lump sum, paid out before you turn 75, or
- tax-free lump sum death benefit, paid out if you pass away before you turn 75.

The LSDBA is £1,073,100. It will be higher if you have any protected tax-free lump sums, or a protected lifetime allowance. Income tax will need to be paid on any funds paid above the LSDBA, by whoever receives the payment.

# **Overseas Transfer Allowance (OTA)**

The 'Overseas Transfer Allowance' is the maximum amount you can transfer from any registered UK pension schemes you have, to any Qualifying Recognised Overseas Pensions Schemes (QROPS).

The Overseas Transfer Allowance is £1,073,100. A 25% overseas transfers charge will be taken from any transfers over this.

For up-to-date information on tax rates and allowances you can go to gov.uk.

# Taking a flexible regular income (flexi-access drawdown)

You can usually take up to 25% of your pension savings as tax-free cash, subject to any allowances and leave the rest invested to provide a regular income and/or occasional lump sums if required. This is often referred to as flexi-access drawdown. All payments apart from your tax-free cash will be taxed as income.

# Taking a series of cash lump sums – uncrystallised fund pension lump sum (UFPLS)

You can leave your money invested and withdraw it as cash lump sums as and when you wish. Normally the first 25% of each amount you take will be taxfree, subject to any allowances, but the rest will be taxed as income.

# Small lump sum

If your arrangement value is £10,000 or less you can take the whole amount as a small pot cash sum. We'll pay 25% of the value of a small pot tax-free and the rest will be taxed as income.

You can take up to three small pots in this way during your lifetime. These payments will not trigger the money purchase annual allowance.

# **Payments out**

## **Withdrawals**

We describe your options for taking money from your arrangement in the section 'Taking your benefits' on page 13.

# **Transfer out**

You may choose at any time, including when you are taking flexi-access drawdown, to transfer all or part of your arrangement to another registered pension scheme or QROPS allowed by HMRC rules. As long as the transfer is to another registered pension scheme the transfer should not give rise to any tax charge. If the transfer is to a QROPS the transfer may give rise to a tax charge. Before making the transfer we will deduct any outstanding charges or fees.

The minimum value of any remaining money in your arrangement must meet our minimum requirements at the time the transfer payment is made. You can find out our current minimums by contacting us. If the value would be less than our current minimum, we may transfer the full value and close your arrangement.

If you transfer the value of your arrangement it will be closed and you cannot make any further contributions.

# **Pension sharing order**

If we receive a Pension Sharing Order under the Welfare Reform and Pensions Act 1999 in respect of your rights under the scheme we must comply with it. This will reduce the value of your arrangement. We may need to deduct a charge from your arrangement in order to cover any costs of complying with this order. Where we do this it will be based on the amount of time we take to make the necessary changes.

### **Unauthorised payments**

If we make any payments or transactions that are considered unauthorised under HMRC rules, a tax charge will apply.

We may take an amount that we decide is due to cover any tax charge, or we may delay making a payment to you.

If we are unable to take the tax charge from your arrangement you, your dependant or beneficiary will need to settle any tax charge directly with HMRC and reimburse us for any scheme sanction charge that we incur.

We can refuse a transaction if we believe that it could lead to an unauthorised payment charge or any other tax charge.

# Options when you die

You can tell us who you would like to receive the value of your pension pot when you die.

Please fill in a nomination of **beneficiary** form, and keep it up-to-date as your circumstances change. You can contact us for a copy. You must complete this form yourself and send it to us. We will use your form to guide our decision, but we aren't bound by it.

If you don't give us guidance, we may pay any lump sum to your estate, which could mean that it won't be paid until we've received the probate notification (the first step in the legal process of administering the estate of a deceased person under a will).

The options available to your beneficiary and any successor beneficiary will be described to them at the time they claim. Please note that these options change from time to time and are dependent on current legislation. Some options may depend on the value of your pension pot.

# Charges

The types of charges that you pay will depend on how you have invested your arrangement, the benefits you take, and administrative requests you make.

In certain circumstances we may need to change our charges or introduce new ones. We explain more under 'Our right to make changes to the terms and conditions' on page 20.

### **Insured arrangements**

If you invest in one or more of our insured funds, you will pay two main types of charges:

- An annual management charge (AMC)
- A fund management charge (FMC)

We describe these and any other charges you might pay below.

#### AMC

This charge covers the cost of running your arrangement.

You'll receive a personalised illustration that will show you the charges that apply to you and how they will affect your arrangement.

We work out the charge daily and take it once a month by selling units in the fund or funds you're invested in. We show the AMC as a percentage of your arrangement's value over the year. If your charge falls due on a non-working day we will take it on the next available working day. You can find out more about how units work under 'Units' on page 9.

Your employer may have agreed to pay all or part of your AMC while you are working for them or for an agreed period of time. If you leave your employer this may no longer apply. You will be told if this is the case.

#### FMC

This varies from fund to fund. The way it is calculated depends on whether the fund is managed by the insurer (internal funds) or by an external fund manager (external funds).

When you join the scheme you will receive a personalised illustration showing the FMC for your chosen fund(s) on the date you joined. You can find the FMC on the fund factsheets available online, by logging in to your online account or by contacting us.

The FMC may change from time to time. This is normally due to additional expenses which we describe in the 'Additional expenses (AE)' section below. You can also see the 'Changes to investments' section on page 18. The FMC is taken by adjusting the unit price of the fund in which you are invested. Depending on the type of plan you have, it could be calculated and taken from the fund in one of two ways. This calculation may exclude additional expenses.

1. Calculated every working day.

Where this is the case, the daily charge (in years which are not a leap year) will be 1/365th of the FMC and will be based on the fund's unit price on the previous working day.

Please note that the charge, following a weekend or an English public holiday, will be a multiple of 1/365th and will include the current working day as well as any other days where no charge was taken.

For example, following a bank holiday weekend, the charge will be 4/365ths of the FMC and will include the charges due for Saturday, Sunday, Monday and Tuesday.

In any leap year, the daily charge will be calculated as 1/366th of the FMC instead of 1/365th.

2. Calculated monthly.

Where this is the case, the monthly charge will be 1/12th of the FMC. It will be taken on the first working day in each calendar month and will be based on the fund's unit price on the previous working day.

Where the fund is an external fund the FMC includes an allowance for what the external fund manager charges the insurer to cover the day-to-day costs of managing the fund.

You can see fund factsheets on your pension plan website or by logging into <u>legalandgeneral.com/mya</u> or by contacting us.

#### Additional expenses

Additional expenses are variable expenses which often cannot be known in advance. They consist of things like share registration fees, fees payable to auditors, legal fees, and custodian fees.

Additional expenses can vary throughout the year. We don't notify members of any changes. We do, however, update our fund summaries annually. You can find these on your plan website. The most recently published rates for additional expenses are also published on the fund fact sheets which are available by logging into your online account at legalandgeneral.com/mya

Additional expenses will be deducted from the fund and will be reflected in the unit price.

# External funds – possible additional charges and expenses

If the fund is invested in an external fund, the external fund manager may apply a charge in certain circumstances to cover the costs of buying into or selling out of that investment.

This may happen where a high value purchase or sale takes place that could affect the value of the fund over a long period of time. If such a charge is made it will be reflected in the unit price of the relevant external fund.

The manager of the external fund may refer to this as an anti-dilution levy. The manager of the fund will apply this as a fair pricing mechanism to ensure that only members buying or selling into the fund pay the transaction costs for their selling or buying activity.

#### Facilitated adviser charging

This facility enables us, under certain circumstances, to deduct money directly from your insured arrangement to pay a fee to a financial adviser where they are providing you with a personal recommendation relating to the benefits you have within the scheme. We call this a facilitated adviser charge and any payment made is at our discretion providing certain conditions are met.

For full details, you should read our facilitated adviser charges guide which you can find at legalandgeneral.com/adviserchargeguide

This member's booklet and the facilitated adviser charges guide form the basis of our agreement with you.

## Self-invested arrangements

You will be provided with a fees and charges schedule when you start to self-invest. This covers our administration costs and expenses, including the cost of setting up and managing your self-invested arrangement. Depending on the assets you choose to invest in, there may be additional buying, selling and administration costs that might apply to you.

The fees and charges schedule also explains how stamp duty charges and levies may affect you. You can contact us for the latest version.

Stockbroker and shareholder fees are set by our nominated stockbroker. We keep our choice of nominated stockbroker under regular review to ensure this choice is in your best interest. Our stockbroker may need to change their charges or introduce new ones in the future. If this happens we will notify you as soon as possible.

#### AMC

You will pay an annual management charge. This covers the cost of running your arrangement.

The charge is taken yearly in advance and will be deducted from the balance in your member's SIPP bank account. If you do not have enough money in your member's SIPP bank account we will sell some of your investments to meet the charge. If there is any money remaining after we have taken your charge we will credit it to your member's SIPP bank account.

### Charges for accessing your arrangement

You may pay additional charges when you come to take your benefits. The level of these charges depends on the type of benefit you choose to take at that time. The current charges are detailed in the 'Taking money from my pension' brochure. We will send you a copy of this with any quotes you request. You can contact us for a copy at any time.

We will continue to take the annual management and fund management charges from any money that remains invested.

# **Making changes**

# **Changes to investments**

#### Fundamental change to funds

If we make a change to an internal fund or become aware of a change to an external fund which we consider fundamental we will tell you. Where we can we will give you at least 30 days' notice.

A fundamental change may include the following:

- A significant change to the risk profile of the fund
- A significant change to the objective of the fund
- A significant change to the asset type held by and/or the method of managing the assets of the fund
- A significant change to the countries of the world in which the fund invests
- An increase in the fund management charge, except where the published allowance for additional expenses changes
- Failure of the external fund manager to meet its obligations.

We will give you details of the change, the options available to you and will explain what will happen if you don't respond. You will have the option to opt out of the change and make an alternative investment choice.

#### Changes to a blend

The underlying investments within a blend may change from time to time but as long as they remain within the parameters currently publicised we will not notify you. If the changes are fundamental then we will proceed as described above.

#### Fund closure

The insurer may close a fund so that it is no longer available, or so that no further contributions can be made to it. This may happen if:

- In the opinion of the insurer it becomes impractical or inappropriate to maintain a fund, e.g. where there are very few investors
- A fund manager stops trading
- A fund manager closes an investment in which a fund is invested
- A fund manager merges any fund for regulatory reasons
- · The fund ceases to meet its objectives
- The fund performance consistently falls below expectations in the opinion of the insurer
- The fund is not suitable for use within a workplace pension, in the opinion of the insurer
- The fund does not meet customer needs.

The reason we may make a change is not limited to these scenarios.

If this happens we will give you three months' notice in writing. If this is not possible we will give you as much notice as we can. We will give you details of the change, the options available to you and will explain what will happen if you don't respond. You will have the option to opt out of the change and make your own investment decisions.

If we do not hear from you we will switch your units into the fund or funds, specified by us in the notice. When moving between funds, it is possible that a transaction cost can apply.

In the event of your arrangement requiring an alteration involving a fund which has subsequently closed, we may make adjustments to your arrangement to reflect that change without reprocessing the transactions involving the closed fund.

#### Suspension of a fund

If a fund has or may have a serious temporary issue then instead of closing it, the buying and selling of units within that fund may be suspended. Whilst the fund is suspended you will not be able to pay into or take money out of the fund.

This will mean that contributions you make will be redirected to an alternative fund. We will select the alternative fund(s) on your behalf. You can tell us if you would like to make your own choice. Contributions and payments will not be directed back to the affected fund(s) until the suspension ends.

You will not be able to make regular withdrawals from a suspended fund. You can choose to make withdrawals from an alternative fund you are invested in.

If a fund is suspended we will give you, where possible, as much notice as we can. We will give you details of the change, the options available to you and will explain what will happen if you don't respond. You will have the option to opt out of our suggested alternative and make your own investment decisions.

#### Changes to lifestyle profiles

We may change the range of lifestyle profiles available to you in the future. For the up-to-date list please contact us or log into your online account.

We may stop offering or change a lifestyle profile that you are invested in. If this happens we will give you details of the change, the options available to you and will explain what will happen if you don't respond. You will have the option to opt out of the change and make your own investment decisions. We will give you 60 days' notice, wherever possible. If we are unable to contact you at the time of your selected retirement date, we may remove any lifestyle profile applying to your arrangement at that time.

#### Change of default investment option

The default investment option may change in the future. This could be due to a review by us or based on information provided to us by your employer along with their advisers.

If your default investment option is going to change we will tell you when the change will happen and what it will mean for you. We will tell you whether the change will apply to your existing and future contributions or just those you make in the future. You will have the option to opt out and make your own investment decisions and we will provide you with a minimum of 60 days to do so.

Any change may also apply to payments and contributions invested in the same fund(s) or lifestyle profile as the default investment option, where you did not, at the time of the contribution or payment, express a fund preference.

The default investment option being changed may be a lifestyle profile. If this happens you may not notice any change to your investments immediately as you may not yet have reached the point where the lifestyle has started to move funds.

# Delays in calculating unit values or the value of self-invested assets

There are some circumstances when we may need to delay calculating the value of your units or your self-invested assets. This means that we may not be able to complete your request in the time frame you expect.

We explain how we value units on page 9.

If we delay it will be in order to protect investors and may be for one of the reasons below:

- Exceptional market conditions, these include:
  - Situations where it becomes impossible to buy or sell assets in the fund, such as action by an overseas government that freezes assets invested in that country
  - Situations where it is not possible to ensure fairness to all investors in the fund, for example, if by calculating a unit price it means paying too much to those leaving the fund at the expense of those remaining
  - Any events listed under 'Events beyond our reasonable control' on page 20.

- Failure of another company we may rely upon, this includes:
  - The failure of an external fund manager to do something that would normally be expected of them
  - An external fund manager suspending dealing in the fund in which the insurer invests
  - The failure of a stock exchange (such as the London Stock Exchange)
  - Major power failures or the failure of essential administration or communications systems.
- Funds with commercial property assets
  - If a large number of people want to sell their units at the same time it may be necessary to sell properties
  - The process of selling commercial property (such as office blocks, shopping centres, or industrial warehouses) can take a long time. For an internal fund we may need to delay calculating the cash in or switch value for up to six months. For an external fund any delay could be indefinite
  - This allows the fund manager time to obtain an appropriate price for the properties that may need to be sold. If a quick sale was forced through, the fund manager may get an artificially reduced value, which could impact both those leaving the fund and those remaining in it.

### If you have a self-invested arrangement:

Assets do not have daily liquidity. Some assets may only trade on a limited number of days in the year.

Where a delay is likely to be significant and we know in advance, we will do what we reasonably can to let you know and will explain your options. We will make reasonable efforts to ensure that we calculate the value as soon as possible.

If a fund is suspended, then no units in the fund will be bought or sold. If we receive money for investment in a suspended fund we will redirect the money into an alternative fund of our choice. We will give you the option to select an alternative fund.

# Our right to make changes to the terms and conditions

We may make fair and reasonable changes to the terms and conditions at any time by giving you a minimum of 30 days prior written notice. We may make changes for, but not limited to, the following reasons:

- i. To make our terms clearer to you.
- ii. To reflect legitimate increases or reductions in the cost of providing your arrangement, which include:
  - a. Costs associated with changes in staff, support services, technology or systems; and/or
  - b. The costs associated with investing in your selected funds, provided that any increase is reasonable in amount and reasonably incurred.
  - c. Introduction of a charge for a feature or options which had previously been available without charge.
  - d. Members using the scheme in a way that causes a material increase in the cost of administering the arrangement.
- iii. To change the provisions in relation to investments or the default investment option.
- iv. To reflect any changes to the basis of taxation applicable to your arrangement, to us, or to the trustees in connection with your arrangement.
- v. To comply with the applicable law, regulation, the judgement of any court, regulator or ombudsman or any regulatory guidance codes.
- vi. To reflect a change in our corporate structure that does not have a significant unfavourable impact on your rights under the scheme but which does require us to make certain changes to the terms of your scheme.
- vii. To provide for the introduction of new and improved systems, methods of operation, services or facilities.
- viii. To correct any mistake that might be found in the future in relation to these terms. In making any correction, we will not reduce any liability we may have for that mistake and we will not increase any charges related to the terms agreed.
- ix. If charges are removed or varied in your favour, we may make a change without notifying you.

#### Your right to opt out of the changes

If we make a change and you are not happy with it you can choose to transfer the value of your arrangement to another provider. If this happens you will need to pay any outstanding charges and may incur fees, charges and costs for cashing in or selling investments. You may lose your employer's future contributions too.

Your employer must automatically enrol you every three years into a qualifying pension scheme if

you're still eligible although you can opt out again if you wish.

If you are unsure we recommend you speak to a financial adviser. You can find one in your local area at <u>unbiased.co.uk</u>. Advisers usually charge for their services.

# **Events beyond our reasonable control**

#### **Events**

There may be some circumstances that are beyond our control and these include the following:

- i. Strikes, lockouts or other industrial action.
- ii. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm or flood, earthquake, subsidence, epidemic or other natural disaster.
- iv. Restrictions imposed by legislation, regulation or other governmental initiative that are not as a result of our misconduct.
- v. Recession or significant economic collapse of a market, company, or country that results in a large and sustained reduction in the value of assets.
- vi. Failure of transport networks or other external utilities (for example telecommunications networks, water or power) leading to an unavoidable disruption.
- vii. The suspension or closure of a fund managed by a firm not within Legal & General Group or the underlying exchange upon which the fund trades.
- viii. The suspension, limitation or material disruption of trading on any of the underlying exchanges that the funds invest in; the underlying exchanges on which the underlying index is based failing to open for trading or closing early; the announcement that the publication of the underlying index is to cease; the underlying index is replaced by another index; or the level of the underlying index is not calculated or published.
- ix. Cyber attack, including any actual, attempted or reasonably suspected introduction of malicious code, computer virus or similar, denial of service attack or any intentional harm, disruption or downgrading of functionality, or illicit access or use, affecting any computer, computer system, computer software or programme, or other electronic process, device or system.
- x. Any other event beyond our control that we are unable to anticipate.

If such an event impacts our ability to perform our obligations under the scheme, we will advise you as soon as we are reasonably able to let you know how we intend to deal with the situation. The speed of notification will depend on the severity of the event.

#### Our responsibilities

If an event described above under 'Events beyond our reasonable control' happens:

- i. Neither we nor the trustee will be responsible for any resulting failure or delay in performing any of our or the trustee's duties and obligations described in this booklet.
- ii. Where it becomes necessary to delay performing our obligations, we will use all reasonable efforts to bring things back to normal.
- iii. If you are being disadvantaged, we will let you know as soon as we can, wherever possible.

#### Changes

If the event continues for a period in excess of 120 days, and we or the trustee are unable to complete one or more material obligations described in this booklet:

- i. We may make reasonable changes to these terms to overcome the problem; this may include closing the scheme.
- ii. We will only make these changes for a good reason.
- iii. Wherever possible we will give you 30 days' prior knowledge of the required change and, where relevant, the various options you may take as a result of the change.

# Reasons why we may close or stop accepting payments in to your arrangement

When there is no money in your arrangement, it will end.

We may need to close your arrangement or stop accepting new, regular contributions, one-off payments and/or transfer payments into it.

We will only take this action for one of the following reasons:

- Receipt of a court order obliging us to do so.
- If we become aware that you are using your arrangement for illegal purposes.
- If, by accepting further regular contributions, oneoff payments and/or transfer payments we would be breaching the applicable regulations.
- Your behaviour, in our reasonable opinion is abusive, offensive, threatening (in language or action) or otherwise inappropriate.

We will give you 6 months' notice of a decision to do this unless there are serious grounds that require us to take immediate action.

We may also close your arrangement or stop accepting new, regular contributions, one-off payments and/or transfer payments into it where (i) you cease to be a UK resident; and (ii) your residency status means it becomes prohibitively difficult for us to ensure compliance with relevant regulations and law.

You must notify us immediately on ceasing to be a UK resident.

We will give you 30 days' notice of a decision to close your arrangement or stop receiving contributions or payments into it on this basis. Should we close vour self-invested arrangement, unless vou elect otherwise, your self-invested investments will be sold and the proceeds transferred into our insured fund range and invest them in accordance with your insured fund selection(s) at that time or in the default investment option(s). If you have no insured arrangements at the relevant time, you can instruct us to transfer your investments to another provider who is able to accept them, or failing an instruction from you within 30 days of our notice we will sell your investments and transfer the proceeds into your member's SIPP bank account to be held as cash until you give us further instructions. You will be responsible for meeting the costs and expenses associated with the sale and transfer, in accordance with the relevant provisions of these terms. We will inform you in writing should we exercise our rights to close your self-invested arrangement.

If we cannot contact you by your 99th birthday and no one has come forward to claim the benefits of your arrangement then we will assume that no one shall. We will no longer invest your money and it will be held in accordance with rules or regulations concerning unclaimed assets.

## **Closure or amendment of the scheme**

#### Amendment to the scheme rules

We may, in future, amend the scheme in accordance with the scheme rules.

The reasons we may amend the scheme rules include the following:

- a) Changes in taxation and/or legislation applying to the scheme and/or Legal & General, and/or any other company within the Legal & General Group operating their funds or their investments.
- b) Enhancements to the features of the scheme.

If we amend the scheme rules and we consider the changes to be material then we will tell you. If that amendment affects any of the terms or conditions applicable to your arrangement, we will make a new version of this booklet available to you. We will let you know when it is available and how to access it. This may be online. You will always have the option to request a paper copy.

#### **Closing the scheme**

We may, in future, close the scheme in accordance with the scheme rules.

The reasons we may close the scheme include the following:

- i. Changes to the law, regulation or HMRC practice which mean that the scheme is no longer viable or tax-efficient
- ii. If it is no longer cost-effective for us to run the scheme
- iii. If we make an alternative scheme available that provides similar benefits
- iv. If registration of the scheme is removed by HMRC.

If the scheme is closed this means that you will no longer be able to be a member of the scheme. If this happens we will give you at least 4 months' written notice. The letter we send to you will outline the options available to you.

If you do not make a choice by the date specified in the notice, we will transfer your pension to another scheme, another provider or purchase an annuity on your behalf in accordance with the scheme rules. Until the process is complete we will continue to take charges as described on page 16.

# General information

# **Our responsibilities**

- i. Subject to point 2 below, we and the trustee accept responsibility for loss to you arising out of, or in connection with your arrangement if the loss is the direct result of our fraud, negligence or a deliberate act or inaction or that of our directors, officers, employees, contractors or agents.
- ii. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable skill and care. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- iii. We do not exclude or limit in any way our responsibility to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation, and for breach of your legal rights in relation to the services, including the right to receive services which are supplied with reasonable skill and care.
- iv. We will not be responsible for an error we have made which is due to the receipt of incorrect information or information that we need that we have not received. This could be from you, your employer or your financial adviser.
- v. We are not responsible for the performance of your pension. We cannot guarantee the performance of the investments made through the scheme or held by you in a self-invested arrangement and we are not responsible for any loss you may suffer unless as described in point (i) above. This includes any loss which may be incurred as a result of a reduction in the value of those investments or as a result of any money you have taken out of your arrangement.

# Your personal information

#### Protection

Unless you tell us not to, we may use the personal information that you or your employer have provided us with for the purposes of:

- Dealing with your enquiries and requests for products and services from us
- Administering your arrangement including processing any claims
- Carrying out market research, statistical analysis and customer profiling.

You should also be aware that given the global nature of Legal & General's business, it may be necessary to transfer your information to countries outside the European Economic Area in order to administer your arrangement.

#### Updating your details

Please keep your contact details up to date. If your personal details change, please tell us and we'll update your arrangement. You should also tell your employer as soon as possible.

We'll always assume that we've the most up-to-date contact details for you.

# Sharing your information with other Legal & General companies

Legal & General may use the personal information that you or your employer have provided to us for (amongst other things):

- dealing with your enquiries and requests for products and/or services from Legal & General;
- (2) administering your plan and processing any claims; and/or
- (3) carrying out market research, statistical analysis and customer profiling.

Our privacy policy sets out more detailed information on how we use your personal information (including, our processing activities, the lawful basis for our processing, how we transfer and share your information and/or any information prescribed by data protection law).

A copy of our privacy policy is available at <u>legalandgeneral.com/privacy-policy</u> or otherwise upon request. Any changes to our privacy policy will be posted on this site from time to time.

If you make a claim, we may share your information (including personal information) with other insurance companies to prevent fraudulent claims. We will also check your details with fraud prevention agencies and if fraud is detected we will share the relevant details with fraud prevention agencies. Law enforcement agencies may also access and use this information. Legal & General and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related accounts or facilities or otherwise;
- b. managing credit and credit-related accounts or facilities;
- c. recovering debt;
- d. checking details on proposals and claims for all types of insurance; and/or
- e. checking details of job applicants and employees.

If you would like to receive details of the relevant fraud prevention agencies, then please write to us at:

Legal & General Group Financial Crime DC Pensions Legal & General PO Box 1560 PETERBOROUGH PE1 9AP

If your employer has appointed a financial adviser to act on your behalf in connection with your membership of the scheme, we'll give them information about the product and, where appropriate, other information about your dealings with us to assist them with providing their services.

#### Access

You can request a copy of all the information we hold on you by writing to us at:

DC Pensions Legal & General PO Box 1560 PETERBOROUGH PE1 9AP

## Assignment

Your arrangement(s) may be subject to a Pension Sharing Order under the Welfare Reform and Pensions Act 1999 but otherwise may not be transferred, mortgaged or charged in any way by you.

## Law and jurisdiction

The information that we've included in this document is based on our understanding of current law relating to pensions in the UK. The contract is governed by the laws of England and Wales. If you live in Scotland you can bring legal proceedings in either the Scottish or English courts. If you live in Northern Ireland you can bring legal proceedings in Northern Irish or English Courts. If you're resident outside of the UK or Northern Ireland any proceedings you bring will need to be in your employer's jurisdiction. The terms and conditions and all communications are only available in English. All communication from us will normally be by letter or phone.

# Communicating with you

We may, from time to time, change the way we communicate with you. We'll select what we consider to be the most appropriate method of communication. This may vary depending on the type and content of the communication and may include printed and online formats.

We may make future updates to this document and others available online. If this happens we'll let you know when they are available and how to access them. You'll always have the option to request paper copies.

## **Annual statements**

Every year we'll create a statement for you setting out how much has been paid in and what your arrangement is worth. Unless you have requested a paper statement it will be available online in your online account and we'll let you know when it is available to view.

You don't have to wait until your annual statement is available. You can request one at any time from legalandgeneral.com/mya

## Complaints

If you'd like to complain about any aspect of the service you've received from us, or if you'd like us to send you a copy of our internal complaint handling procedure, please contact us:

DC Pensions Legal & General PO Box 1561 PETERBOROUGH PE1 9AS

Tel: 0345 070 8686

Email: employerdedicatedteam@landg.com

Call charges will vary and we record and monitor calls. Please quote your arrangement number(s) in any correspondence you send to us and have it to hand when you call us on the phone.

Complaints regarding our administration that we cannot resolve can initially be referred to:

The Pensions Ombudsman 10 South Colonnade Canary Wharf E14 4PU

Tel: 0800 917 4487 Email: <u>enquiries@pensions-ombudsman.org.uk</u> Website: <u>pensions-ombudsman.org.uk</u> Sales-related complaints that we can't resolve can be referred to:

The Financial Ombudsman Service

Exchange Tower London E14 9SR

Tel: 0800 023 4567

Email: <u>complaint.info@financial-ombudsman.org.uk</u> Website: <u>financial-ombudsman.org.uk</u>

Making a complaint to the Financial Ombudsman will not prejudice your right to take legal proceedings.

If your complaint relates to a third party we reserve the right to refer it to the third party. We'll tell you if we do this.

# **Severability**

If a court finds that parts of this contract are illegal or unfair, the remainder of the contract will still apply. Each of the paragraphs of these terms operates separately.

## **Financial Crime**

To protect you and us from financial crime, Legal & General may be required to verify the identity of new and sometimes existing customers. This may be achieved by using reference agencies to search sources of information relating to you (an identity search). This will not affect your credit rating. If this fails, we may need to approach you to obtain documentary evidence to confirm your identity.

# **Investor protection** Terms explained

We've designed your pension to offer you as much protection as we can.

The scheme is run by the administrator with all of the assets held by the trustee. The trustee does not trade and so should not be able to incur any debts or expenses other than director expenses and the production of its report and accounts that could lead to an insolvency event. Currently, the Directors are not remunerated by the trustee. This minimises the possibility of an insolvency event occurring to the company.

No one other than the administrator, or a court of law, can give instructions to pay out money from the property of the scheme. The administrator can only instruct the trustee to pay money out in accordance with the scheme rules or where it is instructed by a court order.

# **Financial services compensation** scheme (FSCS)

Your arrangements are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is designed to pay UK customers compensation if they lose money because a firm is unable to pay them what they owe for any reason. Your ability to claim from the scheme and the amount you may be entitled to will depend on the specific circumstances of your claim and how your arrangement is invested.

You can find out more about the FSCS (including amounts and eligibility to claim) on its website at fscs.org.uk or by calling 0800 678 1100.

Investor protection legislation and regulation may change in future. If you are resident outside of the UK, you should speak to a financial adviser for clarification of your eligibility.

#### Administrator

Legal & General (Portfolio Management Services) Limited.

#### Arrangement

This particular pension with us which is governed by these terms.

#### Annual allowance

The maximum total contribution you, or someone on your behalf, can pay into this arrangement or any other pension savings you may hold in any tax year without incurring a tax charge. Any basic rate tax relief that we claim on your behalf will count towards your allowance too. It also includes benefits you might still be building up in defined benefit schemes.

#### Annuity

A product that can provide you with a guaranteed regular income when you come to take your money from your arrangement.

You can use the value of your pension pot to buy an annuity from us or another annuity provider.

#### Assets

Anything of value which is permitted under applicable regulations to be used for unit-linking and to meet the insurance liabilities under the scheme policy together with the value of assets held within the self-invested arrangement.

#### **Benefits**

The different ways that you (or any beneficiary should you die) can take money from your arrangement.

#### **Beneficiary**

The person(s) that will receive the benefit paid out from your arrangement. They may, or may not, also be a dependant.

#### Blend

An investment strategy that combines one or more different funds to achieve a specific investment objective.

#### **Default investment option**

Where contributions will be invested unless you tell us otherwise.

#### Dependant

Means:

- a person who was married to or in a registered civil partnership with you at the time of your death;
- your natural/adopted child provided he/she (i) is

under the age of 18 (or 23 if in full time education) or (ii) was in the opinion of Legal & General dependent upon at the date of your death because of mental or physical impairment; or

 a person who falls into neither of the above categories and who at the date of your death was, in the opinion of Legal & General, (i) financially dependent on you or (ii) in a financial relationship of mutual dependence with you, or (iii) dependent on you because of mental or physical impairment.

#### Discretionary fund manager

A company operating as a fund manager appointed by you and regulated by the Financial Conduct Authority and makes investment decisions relating to the purchase and sale of assets within your selfinvested arrangement.

#### External fund

A fund where the day-to-day decisions relating to the purchase and sale of assets of the fund are taken by a company that is not part of Legal & General Group.

#### External fund manager

The company referred to in external fund which is not part of Legal & General Group.

#### Facilitated adviser charge

A payment made by us and authorised by you from your arrangement to pay for a personal recommendation from an authorised regulated financial adviser.

#### Flexi-access drawdown

Allows you to take money from your pension pot and leave the rest invested to provide a regular income and occasional lump sums if required.

#### **Finance Act**

The Finance Act 2004 and associated regulations as amended from time to time and any statutory reenactment or modification of it.

#### **Financial adviser**

A qualified adviser registered as such with the Financial Conduct Authority.

#### Fund(s)

A fund or funds maintained by the insurer and made available to you to invest under the insured arrangement. Funds may also be made available through a lifestyle profile.

#### Fund manager

The company making the day-to-day decisions for purchasing and selling assets of the fund.

#### HMRC

His Majesty's Revenue and Customs, a department of the UK Government responsible for the collection of taxes.

#### III health

Means that you are no longer, in our and a registered medical practitioner's expert opinion, able to perform the role required for your current job.

#### **Insured arrangement**

Means the arrangements of your plan investing in the funds offered by the insurer.

#### Insurer

Legal and General Assurance Society Limited.

#### Internal fund

A fund where the day-to-day decisions relating to the purchase and sale of assets of the fund are taken by a company that is part of Legal & General Group.

#### Investors

People like you who are invested in funds or self-invested assets.

#### Legal & General Group

Any company which is a direct or indirect subsidiary of Legal & General (Group) plc.

#### Lifestyle profile

A lifestyle profile is an investment strategy that automatically moves your money between funds over time. These pre-planned switches will depend on how long you have until your selected retirement date.

#### Lump Sum Allowance (LSA)

When you access your pension, you can usually take up to 25% of it as a tax-free lump sum.

Your 'Lump Sum Allowance' is the maximum amount of money you can take as tax-free lump sums from all the pensions you have. While you can still take out money over this allowance, you will need to pay income tax on it.

The Lump Sum Allowance is £268,275. It will be higher if you have any protected tax-free lump sums, or a protected lifetime allowance.

#### Lump Sum and Death Benefit Allowance (LSDBA)

Your 'Lump Sum and Death Benefit Allowance' (LSDBA) is the total amount of tax-free money you can take across all the pensions you have as a:

- tax-free lump sum
- tax-free serious ill-health lump sum, paid out before you turn 75, or
- tax-free lump sum death benefit, paid out if you pass away before you turn 75.

The LSDBA is £1,073,100. It will be higher if you have any protected tax-free lump sums, or a protected lifetime allowance. Income tax will need to be paid on any funds paid above the LSDBA, by whoever receives the payment.

#### Member's SIPP bank account

The bank account set up for the purpose of facilitating asset purchases and sales for the self-invested arrangement.

#### Membership certificate

The certificate issued to you with this booklet when you joined the scheme or began a new arrangement under it.

#### Money purchase annual allowance

When you decide to take your benefits your annual allowance may be reduced. This will depend on the options you choose. This is the amount that can be paid into all your pension arrangements (with us and other providers) in any tax year without incurring a tax charge.

#### **Normal Minimum Pension Age**

The age from which you may begin taking your benefits. This is age 55 if you take your benefits before 6 April 2028, or 57 if you take your benefits on or after that date.

#### Order execution policy

Our Order Execution Policy and procedures are designed to obtain the best overall execution outcome for our clients. In submitting your instruction to buy or sell assets in a self-invested arrangement, you confirm your agreement to us acting in accordance with our Order Execution Policy. We will inform you if we materially change the policy. The full text of the Policy is available from us on request.

#### **Overseas Transfer Allowance (OTA)**

The 'Overseas Transfer Allowance' is the maximum amount you can transfer from any registered UK pension schemes you have, to any Qualifying Recognised Overseas Pensions Schemes (QROPS).

The Overseas Transfer Allowance is £1,073,100. A 25% overseas transfers charge will be taken from any transfers over this.

#### Pension commencement lump sum (PCLS)

The amount you may take tax-free when you begin taking your benefits from your pension pot as referred to by the Finance Act.

#### **Pension pot**

Your pension pot is the value of the total amount of money that you have saved with Legal & General across all of your arrangements.

#### Pensions Act 2008

The Pensions Act 2008 and associated regulations as amended from time to time and any statutory re-enactment or modification to it.

#### **Permitted Investment Schedule**

The type of investments permitted by us within a self-invested arrangement.

#### **Personalised illustration**

You will receive this in the post after you join the scheme. It's an illustration showing the charges that apply to you, the funds you are invested in and how these might impact your benefits.

#### **Power of attorney**

A document that gives an individual the authority to act for another person in legal or financial matters.

#### **Qualifying pension scheme**

A pension scheme that an employer can use to meet its automatic enrolment duties. The scheme must be registered with HMRC for UK tax purposes and be subject to restrictions on charges as set by the government.

#### Qualifying recognised overseas pension scheme

Means an overseas pension scheme to which a transfer may be made from the scheme without being treated, and taxed, as an unauthorised payment

#### Reinsurance agreement

A reinsurance agreement is where Legal and General Assurance Society Limited enter into a contract with another insurance company to enable our customers to access their funds. The other insurance company then invests our customers' money in their fund managed by their investment managers alongside that of their own customers.

#### **Relevant UK earnings**

Taxable income such as salary, wages, bonus, overtime and commission.

#### Registered pension scheme

A scheme which is registered under Chapter 2 of Part 4 of the Finance Act.

#### Scheme

The Legal & General WorkSave Pension Plan.

#### **Scheme policy**

The insurance policy or policies issued to the trustee by the insurer securing the benefits in the scheme under your insured arrangement.

#### Scheme rules

The trust deed and rules which govern the scheme.

#### Selected retirement date

The date from which it is assumed you will commence taking benefits and to which all projections of arrangement values at retirement will be calculated.

#### Self-invested arrangement

Your arrangement investing in assets other than the funds offered by the insurer.

#### Serious III health

Life expectancy of less than one year.

#### Successor

Someone who is a beneficiary of a beneficiary (rather than being a beneficiary of the member at the time of their death).

#### **Transaction costs**

Costs incurred by the fund manager as a result of buying or selling assets.

#### Trustee

Legal & General (Portfolio Management Services) Nominees Limited.

#### Uncrystallised funds pension lump sum (UFPLS)

An authorised cash lump sum payment for those aged over Normal Minimum Pension Age, or if ill health conditions have been met. The first 25% will normally be paid tax-free, subject to any allowances.

#### Units

A notional share of a fund used and a means for calculating the value of the pension pot within an insured arrangement.

#### Unit price

The price at which units in a fund may be bought or sold.

#### Working day

Any day from Monday to Friday inclusive, excluding English public holidays.

# **Contact us**

# Call 0345 070 8686

Call charges will vary. We may record and monitor calls.

legalandgeneral.com/mya

**Legal & General (Portfolio Management Services) Limited** Registered in England and Wales No. 02457525 Registered office: One Coleman Street, London EC2R 5AA. This is also where our head office is in the UK.

We are authorised and regulated by the Financial Conduct Authority. W12105 04/24 DC002713

