

Member's booklet

WorkSave Pension Plan

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

This is an important document so make sure you keep it somewhere safe.



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 should 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.

If you would like a copy of this or any other item of our literature in larger print, braille or audio format please contact us.

Get in touch

You can check the progress of your **pension pot** at any time by logging into **Manage Your Account** at www.legalandgeneral.com/manageyouraccount

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

Or write to us at:

Workplace DC Pensions
Legal & General (Portfolio Management Services) Limited
Brunel House, 2 Fitzalan Place, Cardiff CF24 0EB

Email us at: employerdedicatedteam@landg.com

Contents

| | |
|----|--|
| 4 | GENERAL INFORMATION ABOUT THE WORKSAVE PENSION PLAN |
| 6 | PAYING INTO YOUR ARRANGEMENT |
| 8 | TAX RELIEF |
| 9 | INSURED ARRANGEMENTS |
| 12 | SELF-INVESTED ARRANGEMENTS |
| 14 | TAKING YOUR BENEFITS |
| 15 | TAXATION OF YOUR BENEFITS |
| 16 | PAYMENTS OUT |
| 17 | OPTIONS WHEN YOU DIE |
| 18 | CHARGES |
| 20 | MAKING CHANGES |
| 25 | GENERAL INFORMATION |
| 28 | INVESTOR PROTECTION |
| 29 | TERMS EXPLAINED |

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 Key Features document

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 page 23.

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 & General Assurance Society Limited (the '**insurer**').

Joining the scheme

Saving into a pension is a simple, low-cost and tax-efficient 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 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 are at least age 55 (see 'Taking your benefits' on page 14).

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 9.

- **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 12.

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 age 55 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 age 55 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 14.

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 **self-invested 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 www.gov.uk. 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 **Qualifying Recognised Overseas Pension Scheme** 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 www.unbiased.co.uk. 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. You will need to set up a direct debit with your bank to enable us to collect them
- Transfer the value of your **arrangement** to another **registered pension scheme** or **qualifying recognised overseas pension scheme**
- 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-investment 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 www.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 tax relief you receive 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 will 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 www.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 www.unbiased.co.uk. 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/manageyouraccount. You can change your investment choices at any time in **Manage Your 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 & General Assurance (Pensions Management) Limited (PMC) and usually include the letters 'PMC' in the **fund** name. As Legal & 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.

Pathway funds

Pathway 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 Pathway 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 2pm, 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 21.

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 20.

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.

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 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.

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 22 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 22 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 your **member's SIPP bank account**.

If the **member's SIPP bank account** has a positive balance, interest may be earned and paid into it. Interest is payable by the Bank of Scotland. The current rate is set at

Bank of England Rate minus 1%. The interest is calculated each day and paid to your **member's SIPP bank account** monthly. As with most bank accounts the rate of interest received can go up or down.

We will receive the first 1% of interest paid on balances held, to help meet the cost of running the **scheme**. Anything over 1% will be paid to your **member's SIPP bank account**. Where the rate is 1% or less, no interest will be paid on balances held.

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.

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**.

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 **self-invested arrangement** are in the fees and charges schedule given to you when you started your **self-invested arrangement**. You can ask us for an up-to-date copy.

The fees and charges may change; see 'Our right to make changes to the terms and conditions' on page 22. 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 age 55. 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 of 55.

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 option to take a tax free lump sum in this way is not available for any part of your **pension pot** that you have previously put into **flexi-access drawdown**. You can still take that part as a lump sum but it will be subject to income tax.
- You must have some **lifetime allowance** available at the time of payment.

If you think this may apply to you, 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.

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 pages 20 and 21.

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 a quarter of all or part of your pension savings can be paid tax free. The remainder is payable as taxable income under the Pay As You Earn (PAYE) system. This means that we will 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 will 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 you can go to www.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. You can book an appointment once you are aged 50 or over.

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

Lifetime allowance

The **lifetime allowance** is the maximum amount of pension savings you can build up without incurring a tax charge.

If the value of your total pension savings exceeds the **lifetime allowance** you will be liable to pay a tax charge on the amount over it. Any applicable charge will be deducted from your **pension pot** before any money is paid to you.

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

Taking a flexible regular income (flexi-access drawdown)

You can take up to a quarter of your pension savings as tax-free cash and leave the rest invested to provide a regular income and 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 pension funds lump sum (UFPLS)

You can leave your money invested and withdraw it as cash lump sums as and when you wish. The first quarter of each amount you take will be tax-free but the rest will be taxed as income.

You can do this until you reach age 75 and provided your payment is not more than your **lifetime allowance**. Any amount paid above your **lifetime allowance** would be taxed as required by HMRC.

If you are over 75 and the lump sum exceeds your available **lifetime allowance**, the first quarter of your available **lifetime allowance** will be paid tax-free and 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 will pay a quarter 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 14.

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 **qualifying recognised overseas pensions scheme** 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 **qualifying recognised overseas pension scheme** 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 may apply.

If we know the value of the tax charge, we can take it from your **arrangement**. If we do not know the amount we may take an amount that we decide or we may delay making a payment to you.

We rely on information provided by you, your **dependant** or **beneficiary** to calculate the tax charge. If we are unable to take the tax charge from your **arrangement** you, your **dependant** or **beneficiary** will need to reimburse us.

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 22.

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 10.

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

The fund management charge 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 **Manage Your 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 20.

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 will be $1/365^{\text{th}}$ 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 $1/365^{\text{th}}$ and will include the current **working day** as well as any other days where no charge was taken.

For example, following a weekend, the charge will be $3/365^{\text{ths}}$ of the FMC and will include the charges due for Saturday, Sunday and Monday.

2. Calculated monthly.

Where this is the case, the monthly charge will be $1/12^{\text{th}}$ 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 www.legalandgeneral.com/manageyouraccount or by contacting us.

Additional expenses (AE)

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 **Manage Your Account** at www.legalandgeneral.com/manageyouraccount

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 www.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.

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 **Manage Your 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 10.

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 22.
- 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 www.unbiased.co.uk. 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) 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 on page 22 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, one-off 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.

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 the 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 18.

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 will update your arrangement. You should also tell your employer as soon as possible.

We will always assume that we have the most up-to-date contact details for you.

Sharing your information with other Legal & General companies

If necessary we'll share your information with other companies within the **Legal & General Group**, regulatory bodies, law enforcement agencies, future owners of our business, suppliers engaged by Legal & General to process data on its own behalf and when necessary to a re-assurer.

If you make a claim, we may share your information with other insurance companies to prevent fraudulent claims. We'll also check your details with fraud prevention agencies. If false or inaccurate information is provided and fraud is detected then details will be passed to 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 or other facilities
- Managing credit and credit-related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- 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

Brunel House
2 Fitzalan Road
Cardiff
CF24 0EB

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:

Workplace DC Pensions

Legal & General Investment Management Limited
Brunel House
2 Fitzalan Road
Cardiff
CF24 0EB

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 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 are resident outside of the UK or Northern Ireland any proceedings you bring will need to be in your employer's jurisdiction.

Communicating with you

We may, from time to time, change the way we communicate with you. We will 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 will let you know when they are available and how to access them. You will 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 **Manage Your 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 www.legalandgeneral.com/manageyouraccount.

Complaints

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

Workplace DC Pensions

Legal & General (Portfolio Management Services) Limited
Brunel House
2 Fitzalan Place
Cardiff
CF24 0EB
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 Advisory Service

11 Belgrave Road
London
SW1V 1RB
Tel: 0300 123 1047
Email: enquiries@pensionsadvisoryservice.org.uk
Website: www.pensionsadvisoryservice.org.uk

If you're still not satisfied, complaints can then be referred to:

The Pensions Ombudsman

11 Belgrave Road
London
SW1V 1RB
Tel: 020 7630 2200
Email: enquiries@pensions-ombudsman.org.uk
Website: www.pensions-ombudsman.org.uk

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: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Making a complaint to The Pensions Advisory Service or 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 will 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

We have 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 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 www.fscs.org.uk or by calling **0800 678 1100**.

Investor protection legislation and regulation may change in future.

Terms explained

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 tax relief you receive 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 self-invested 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 re-enactment 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.

Ill health

Means that you are no longer, in our and a registered medical practitioner's expert's 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 & 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.

Lifetime allowance

The maximum amount of pension savings you can build up without having to pay additional tax charges.

Manage Your Account

Our online account management facility that lets you see and manage your pension savings online. You can log in at www.legalandgeneral.com/manageyouraccount

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.

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.

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 which is registered with HMRC to which a transfer may be made between it and the scheme without being treated, and taxed, as an unauthorised payment.

Reinsurance agreement

A reinsurance agreement is where Legal & 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 ill 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 55 or if ill health conditions have been met. The first 25% (quarter) will normally be paid tax free.

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



0345 070 8686

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



legalandgeneral.com/workplacebenefits

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.

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