

Member's Policy booklet

Group Stakeholder
Pension Scheme



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

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

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Policy provisions

The **policy** is issued to you by Legal and General Assurance Society Limited and all benefits under it are payable under the terms of the **scheme rules** and the provisions of this Member's Policy Booklet.

All **benefits** under the **policy** are payable in the currency of the United Kingdom at the office whose address appears in the Introduction to this booklet unless agreed otherwise.

The information included in any application form, declaration or statement made by you and, if relevant, your employer, in connection with this **policy** shall form the basis of the **arrangement** or **arrangements** documented by this policy.

The **policy** is issued subject to English law.

Andrew Kail

Chief Financial Officer

For and on behalf of Legal and General Assurance Society Limited.

Introduction

This booklet sets out the terms and conditions of your Group Stakeholder Pension Scheme (the **scheme**) with Legal and General Assurance Society Limited (the **Scheme Administrator**). You should keep this booklet safe along with any other literature we've 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 **dark yellow 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 **Scheme 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.

Get in touch

You can check the progress of your **pension pot** at any time by logging into your online account at **legalandgeneral.com/mya** or download the L&G app at **legalandgeneral.com/app**

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

Or write to us at:

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

Email us at: **employerdedicatedteam@landg.com**



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



General information about the Group Stakeholder Pension Scheme

1. Legal agreement

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

- This Member's Policy Booklet
- The **membership certificate**; and
- The fees and charges as shown in the section titled "**What are the charges?**" in the personalised Key Features you received once you've joined or as amended from time to time. We will give you notice of any increase in fees and charges.

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

- Any application form you completed as part of the joining process; and
- Any application form you completed as part of the taking **benefits** process.

2. The scheme

The **Legal & General Group Stakeholder Pension Scheme** is known as the **scheme**.

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** under Part 4 of the **Finance Act**. 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 20. The **scheme** has been registered as a Stakeholder Pension Scheme with The Pensions Regulator. It meets the requirements laid down by the Stakeholder Pension Scheme Regulations 2000 as amended from time to time.

The **scheme** registration number is 00613766RD.

Legal and General Assurance Society Limited is the manager of the **scheme** and **Scheme Administrator**.

The investments and money in the **scheme** are held by the **Scheme Administrator**.

Benefits under the **scheme** are payable by Legal and General Assurance Society Limited and are secured under separate individual policies whose terms are included in this booklet.

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's a conflict between this Member's Policy Booklet and any of the other documents listed in the 'Legal agreement' section, then this Member's Policy Booklet takes priority.

3. 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**.

You'll 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 don't want to be in the **scheme**, you can opt out at any time. When you're enrolled you'll be provided with information on how to do this. If you opt out within one month of being automatically enrolled, you'll get back any contributions you've paid in and you'll be treated as if you never joined.

If you decide to opt out after one month, you will not get back the money you've already paid in and it will remain invested, together with any money paid in by your employer, until you've reached the **normal minimum pension age**. (see 'Taking your benefits' on page 12).

Once you've opted out, if you're 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'll be able to check the details we hold for you online and update them if anything needs to change.



4. Joining by contractual enrolment

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

We'll send you a notice of your right to cancel. If you decide you don't want to be part of the **scheme**, you'll 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'll get back any contributions, you've paid in and you'll be treated as if you never joined.

Joining by application

If you apply by completing and submitting an application form, you'll need to answer all relevant questions before we can accept your application. If we accept your application, we'll send you a notice of your right to cancel. If you change your mind about joining the **scheme**, you'll 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'll get back any contributions you've paid in and you'll be treated as if you never joined.

Your membership of the scheme

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

You'll 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 don't have to have the same **selected retirement date**.

We invest your money in one or more of our insured **funds**. You can find out more about how this works on page 9.

5. Eligibility

You are normally eligible to join the **scheme** if:

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

6. Selected retirement date

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

We'll 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 the **normal minimum pension age** if you have a protected retirement age or are certified by a medical practitioner as suffering from **ill health** or **serious ill health**. You can find more information about this on page 13.

If you change your selected retirement date

If you update your retirement date and you're invested in a Target Date Fund, we'll automatically move your pension savings into the Target Date Fund that matches your new retirement date, if needed.

If you reach your selected retirement date and don't take your pension

If you do not take your pension savings when you reach your selected retirement date, we'll automatically extend your retirement date by five years. At the same time, we may make changes to how your pension savings are invested.

We'll contact you before your **selected retirement date** with detailed information about your options.

If we don't hear from you before your **selected retirement date**, we may extend your retirement age by up to five years. If we do this, we'll 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')
- Pension Credit following a court order for divorce or dissolving a civil partnership.

1. 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 joined through automatic enrolment

If you're auto-enrolled a minimum amount must be paid into your **arrangement** by you and/or your employer. These amounts are set by auto-enrolment legislation and you can find details at gov.uk/workplace-pensions. 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.

Your employer may be using the **scheme** to meet their legal duties under auto-enrolment legislation. This may mean that even though you haven't been auto enrolled, the minimum contributions you and/or your employer pay will still need to meet those requirements. You'll 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, auto-enrolment legislation or

stakeholder pension scheme regulations. 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 working for the employer that enrolled you into this **arrangement**, please contact us.

Stopping regular contributions

You can stop paying in completely, but you'll need to think about the following:

- Our charges will continue to be deducted even though you may have stopped paying contributions. The charges may mean that your **pension pot** ends up being worth less than you've 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 for auto-enrolment 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've previously stopped paying into your **arrangement** you may restart again at any time. You'll need to agree this with us and with your employer, if applicable. The terms applying to future payments made to your **arrangement** may be different from the terms that originally applied.

2. One-off payments

You can make one-off payments to your **arrangement** at any time. Unless you tell us otherwise we will invest your one off payment as follows:

If this is your first one-off contribution

We'll invest this payment in the same funds as your regular employer contributions.

If you have made a one-off contribution before

We'll invest this payment in the same funds as the last one-off contribution you made.

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.



3. Transfer payments

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

If you decide you want to transfer, you should contact us, and we'll send you the transfer paperwork. If you're still not sure, we recommend you seek financial advice. There are some circumstances where we consider you should take financial advice and receive a positive recommendation to transfer before you make the transfer to ensure it is in your best interests. We'll tell you what these are when you contact us. You can find a **financial adviser** in your area at **unbiased.co.uk**. Advisers usually charge for their services. Legal & General can help you to access guidance and advice. Please visit your scheme website (if applicable) to see what services are available to you. Or you can call us on **0345 070 8686** for more information. Call charges will vary and we may record and monitor calls.

4. 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'll 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 **QROPS**
- Leave your **arrangement** invested without making any further contributions.

If you leave your **arrangement** invested with us, we'll 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'll tell you.



Tax relief

1. 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'll 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'll need to claim the additional relief through your annual self-assessment tax return, or by applying direct to HMRC.

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

2. 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.

3. Limits and allowances

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

The government has put in place an **annual allowance** which includes any money that you pay in and any money that your employer pays in on your behalf, to this **arrangement** or any other pension savings you may hold. Any basic rate tax relief 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 may have to pay a tax charge.

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

This section is only intended to summarise pension tax legislation. For up to date information on tax rates and allowances you can go to [gov.uk](https://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 [unbiased.co.uk](https://www.unbiased.co.uk). Advisers usually charge for their services.

4. 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'll 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've 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.



Your investments

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

Default investment option

This is where the money you and/or your employer pay in will be invested unless you've selected your own investments.

We're responsible for selecting the **default investment option** for the **scheme**. Your employer and their adviser may have chosen a different **default investment option** from our in-house option. If this happens, we're responsible for approving their choice.

We reserve the right to alter or remove a **default investment option** if required. You can find more information about this on page 17.

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 automatic enrolment

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

For those joining by contractual enrolment

We'll 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'll invest your contributions in the **fund(s)** chosen by you. If you've 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'd like your money invested, we'll use your previous instructions.

1. The types of insured funds available

All insured **funds** in your **arrangement** are made available to you by the **insurer**. You can find details of all your investment choices on your plan website or by logging in to **legalandgeneral.com/mya**. You can change your investment choices at any time in your online account or by calling us.

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

Each of the **funds** available to your **arrangement** invests in one or more of the **fund** types currently available:

i. Internal funds

These are **funds** provided by **Legal and General Assurance (Pensions Management) Limited (PMC)** and the day-to-day investment decisions are managed by a Legal & General Group company. As PMC is an insurance company it provides its **funds** to the **insurer** by way of a **reinsurance agreement**.

ii. External funds

These are **funds** provided by PMC and the day-to-day investment decisions are managed by a company outside of the **Legal & General Group**. As PMC is an insurance company it provides its **funds** to the **insurer** by way of a **reinsurance agreement**. When you invest in an **external fund**, we buy **units** in a PMC **fund** that invests in the corresponding **fund** managed by the external company. You do not hold **units** directly in the external company's **fund**.

Target Date funds

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

Your default investment option will be a Target Date Fund.



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**.

You can only invest in one **lifestyle profile** at a time and will not be able to select additional **funds** if you're 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.

2. 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**.

Allocating **units** operates only as a means of linking your **arrangement** to the **funds** for the purpose of calculating the value of your pension fund. However, the legal and beneficial interest in the **units** and the underlying **assets** of the **fund** do not belong to you.

3. Valuation of funds

Legal & General will normally value each **fund** on each **working day**, using the latest valuation of the underlying **fund**. They'll 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 17.

4. 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 buying or selling **units** and those who are simply holding **units**.

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 **working day** after we receive the money. If we receive the money after 4pm, the third **working day** will be used.

We buy **units** as soon as we're notified that your contribution will be made. If the money paid is not cleared through the applicable bank account and the contribution fails, we'll cancel the **units** that we've 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 11.

At the time you claim your **benefits** you'll be told which **unit price** we'll use.

If **benefits** become payable after your death, we'll use the **unit price** calculated on the receipt date on which evidence of your death is received by us. The evidence must be acceptable to us.

If the value of your **pension pot** is being calculated on or after your 99th birthday, we'll 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'll allocate to your **arrangement** may be rounded to the nearest 0.001 part of a unit.

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**.

In specifying the calculation basis for determining the value of a **fund**, due allowance is made for the **fund** charge described in 'Charges' on page 16. We'll ensure that no expense or charge is taken into account in establishing the price of **unit(s)** which is prohibited under the Stakeholder Pension Scheme Regulations 2000.

Where **external funds** are used, 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 by more than 0.009p.



5. 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 **working day** following receipt of your instruction. If your request is received after 4pm then we'll use the third **working day** following receipt of your instruction to complete your request. If an underlying **fund manager** is not dealing on that day, your transaction will be deferred until the next **dealing date** of all the underlying managers.

When moving between **funds**, it is possible that a **transaction cost** can apply.

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

- If the value of the **units** being switched is less than £100
- If the switch would mean you investing in more than the maximum number of **funds** allowed
- The **fund** you have chosen is, or is about to be, closed or suspended.

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 18 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'll continue to invest them in your previous **fund** choice.

6. 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've chosen is, or is about to be, closed or suspended.

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 18 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.

7. 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've 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**. If this is not possible, we may rectify the error by making a cash payment into or out of your **arrangement** providing we consider this to be material (which may be subject to a tax deduction).

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'll try to send money to your new pension provider. If this is not possible, or you've since taken all your **benefits**, we may make a cash payment providing we consider this to be material (which may be subject to a tax deduction).



Taking your benefits

1. Choosing your options

You can take money from your **arrangement** any time after the **normal minimum pension age**. When you want to do this, let us know and we'll send you information about your options. If you've not already started taking money from your **arrangement**, we'll 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'll 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 should inform us and we'll provide you with details of the options. Once we receive a valid instruction from you, we'll make the requested payments from your **arrangement**.

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

2. Taking a flexible regular income (flexi-access drawdown)

This option is not available under the Group Stakeholder Pension Scheme. However, you can transfer to an alternative pension product either with Legal & General or another provider. This option would allow you to take up to a quarter of your pension savings as tax-free cash, subject to any allowances, and leave the rest invested to provide a regular income and/or occasional lump sums if required. This is often referred to as **flexi-access drawdown**. All payments apart from your tax-free cash will be taxed as income.

3. Taking a cash lump sum – uncrystallised pension funds lump sum (UFPLS)

From the **normal minimum pension age** (or earlier if you are in **ill health**) you can withdraw all or part of your **arrangement** as a cash lump sum. In most circumstances, the first quarter of the amount you take will be tax-free, subject to any allowances, but the rest will be taxed as income.

4. Annuity (Guaranteed income)

You can choose to use all or part of an **arrangement** to buy a pension **annuity** that will provide you with a guaranteed income for life or for a fixed term. You can also choose to take a tax-free lump sum from an **arrangement** that has been selected (designated) to provide **benefits** for you. If you don't take the tax-free lump sum at the time you designate the relevant part of an **arrangement** you will not be able to take it later on. Normally the maximum tax-free lump sum you may take is up to one quarter (25%) of that part of your **arrangement** which is being used at that time to provide benefits for you, subject to any allowances.

You can buy the pension **annuity** from a **Legal & General Group company** or purchase it from another insurance company of your choice. There are a number of things you need to consider before you buy the pension **annuity**. Legal & General recommend you discuss all the options available to you with your **financial adviser**.

5. Transfer out

You may choose at any time to transfer all or part of your **arrangement** to another **Registered Pension Scheme** or **QROPS** allowed by HMRC rules. As long as the transfer is to another **Registered Pension Scheme**, the transfer should not give rise to any tax charge. If the transfer is to a **QROPS** the transfer may give rise to a tax charge. Before making the transfer, we'll deduct any outstanding charges or fees and any tax charge if one is due. No further benefit will be payable under the **scheme** in respect of any part of the **arrangement** which has been transferred as described above.

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.

6. Small lump sum

If your **arrangement** value is £10,000 or less, you can take the whole amount as a small pot cash sum. We'll pay 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**.



7. Ill health early retirement

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

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

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

8. Serious ill health

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

- A registered medical practitioner must provide us with written evidence stating that your life expectancy is less than a year, before the payment is made. The completed declaration will then need to be reviewed and accepted by us before the **serious ill-health** lump sum can be paid.
- The maximum amount payable on a tax-free basis will be limited to your available Lump Sum and Death Benefit Allowance.
- The option to take a tax-free lump sum in this way is not available if you are aged 75 or over. In those cases, you can still take that part as a lump sum but it will be subject to income tax.

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

9. 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 don't know the amount, we may take an amount that we decide, or we may delay making a payment to you.

We rely on the information provided by you, your **dependant** or **beneficiary** to calculate the tax charge. If we're 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.

10. 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.

11. Things to think about

We can withhold a payment until we've 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'll 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'll let you know as soon as possible after we've received your instruction. We explain why these delays might happen on page 18.

We'll 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 won't 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 up to 25% (a quarter) of all or part of your pension savings can be paid tax-free, subject to any allowances. The remainder is payable as taxable income under the Pay As You Earn (PAYE) system. This means that we'll apply a tax code as provided by HMRC.

If you take your money as a cash lump sum (**uncrystallised funds pension lump sum**) we'll deduct tax based on the emergency tax code as we are required to do by HMRC. This may mean that we deduct too much or too little tax. However, HMRC should adjust your tax code for 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've paid too little or too much tax you can contact them directly.

Once you've 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 **gov.uk**.

1. Getting help with your options

To help you understand the tax implications of your options as well as any impact they may have on your entitlement to state benefits, you can get free and impartial guidance from an independent government-backed service, Pension Wise, a service from MoneyHelper. 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 **unbiased.co.uk**. Advisers usually charge for their services. Or you can call us on **0345 070 8686** for more information. Call charges will vary and we may record and monitor calls.

2. Lump Sum Allowance

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

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

The Lump Sum Allowance is £268,275. It will be higher if you a protected lifetime allowance.

If you take a lump sum payment which exceeds your available **lump sum allowance** the excess will be subject to income tax at your marginal rate. The tax will be deducted from your **pension pot** before any money is paid to you.

3. Lump Sum and Death Benefit Allowance (LSDBA)

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

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

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

4. Overseas Transfer Allowance (OTA)

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

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

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

Options when you die

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

You can find this form online at: legalandgeneral.com/mya or contact us for a copy.

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).

We rely on information provided by you, your **dependent** or **beneficiary** to calculate any tax charge due. We'll deduct this tax prior to payment of the lump sum.

The options available to your **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**.

A change to how pensions are taxed after you die

From 6 April 2027, the Government is changing the rules on inheritance tax. Any pension funds you have not used at the time of your death may be counted as part of your estate. This means they could be subject to inheritance tax. This will depend on the total value of everything you leave behind. Death-in-service benefits are not affected by this change.

Charges

The charges that you pay will depend on how you've invested your **arrangement** in the different **funds**.

All management charges will be deducted from **unit(s)**. 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 Basic Annual Management Charge as a percentage of your **arrangement's** value over the year. If your charge falls due on a non-working day we'll take it on the next available **working day**. You can find out more about how **units** work under 'Units' on page 10.

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 18. However, in no circumstance will the total annual management charges exceed the maximum rate of management charge permitted for the **scheme** to qualify as a Stakeholder Pension Scheme.

Basic Annual Management Charge (BAMC)

Within your plan you will pay a BAMC and this charge covers the cost of running your plan, and also either fully covers or contributes towards the cost of administering your investment fund(s). The rate of BAMC is something we agreed with your employer.

The actual rate of BAMC applying to you will be shown in the personalised Key Features illustration sent to you when your arrangement was set up, or as amended from time to time. We will give you notice of any increase in fees and charges.

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

Additional Fund Annual Management Charge (AFAMC)

(previously called External Fund Annual Management Charge or EFAMC)

If you are invested in certain funds with higher charges or in a fund or funds which are not managed by Legal & General, then we may deduct an AFAMC. This charge reflects the increased costs associated with these funds and will be charged in addition to the BAMC. The rate of this additional AFAMC will be as notified to you in writing by Legal and General Assurance Society Limited from time to time.

In the future we may need to change the **pension fund** value bands or the level of charges or introduce new charges. Where we need to do this, we'll make these changes in line with 'Our right to make changes to the terms and conditions' on page 18. You can find more information on the fund value bands and the level of charges you pay on your membership certificate.

For further information on the funds we offer and charge information please see 'How we manage our unit-linked funds' which is available from us on request.



Making changes

1. 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'll tell you if you're affected. Where we can, we'll 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
- Failure of the **external fund manager** to meet its obligations.

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

Fund closure

We may decide that a **fund** will no longer be available for reasons including but not limited to:

- if it becomes impractical or inappropriate to maintain a particular **fund**, such as if there are very few people invested in it.
- if a **fund manager** ceases to trade, or
- if a **fund manager** closes their authorised **fund** or merges it with another of their **funds**, or
- if we have concerns about how the **fund** is being managed, such as poor performance

If this happens, we will, where practical, give you at least 30 days' notice in writing, except where it is impractical for us to provide such notice. In this case we'll provide as much notice as is practical.

You'll also be given the opportunity to switch any investment you have in an affected **fund** into another **fund**, or **funds**, in accordance with 'Your Investments' section on page 9. If you don't specify into which other **fund**, or **funds**, you want **units** to be switched, they will be switched into the **fund**, or **funds**, specified by us in the notice. When moving between funds, it is possible that **transaction costs** may apply.

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'll 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.

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

Changes to lifestyle profiles

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

We may stop offering or change a **lifestyle profile** that you are invested in. If this happens, we'll give you details of the change, the options available to you and will explain what will happen if you don't respond. You'll have the option to opt out of the change and make your own investment decisions. We'll give you 30 days' notice, wherever possible.

If we're 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'll tell you when the change will happen and what it will mean for you. We'll tell you whether the change will apply to your existing and future contributions or just those you make in the future. You'll have the option to opt out and make your own investment decisions and we'll provide you with a minimum of 30 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.



Delays in calculating unit values or the value of your fund

There are some circumstances when we may need to delay calculating the value of your **units**. 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 19.
- 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 **assets** that cannot be sold immediately, including but not limited to commercial property **assets**
 - If a large number of people want to sell their **units** at the same time it may be necessary to sell particular types of **assets**
 - For example, the process of selling commercial property (such as office blocks, shopping centres, or industrial warehouses) can take a long time. Therefore, 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.

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**. When moving between **funds**, it is possible that transaction costs may apply.

2. Our right to make changes to the terms and conditions or charges

We may make fair and reasonable changes to the terms and conditions or charges at any time by giving you a minimum of 30 days prior written notice.

Legal & General may only make changes in the following circumstances:

- 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**, or to 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.

3. 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'll need to pay any outstanding charges. 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're unsure, we recommend you speak to a **financial adviser**. You can find one in your local area at **unbiased.co.uk**. Advisers usually charge for their services. Legal & General can help you to access guidance and advice. Please visit your scheme website (if applicable) to see what services are available to you. Or you can call us on **0345 070 8686** for more information. Call charges will vary and we may record and monitor calls.

4. Events beyond our reasonable control

Events

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

- i. Strikes, lockouts or other industrial action.
- ii. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm or flood, earthquake, subsidence, epidemic or other natural disaster.
- iv. Restrictions imposed by legislation, regulation or other governmental initiative that are not as a result of our misconduct.
- v. Recession or significant economic collapse of a market, company, or country that results in a large and sustained reduction in the value of **assets**.
- vi. Failure of transport networks or other external utilities (for example, telecommunications networks, water or power) leading to an unavoidable disruption.
- vii. The suspension or closure of a **fund** managed by a firm not within **Legal & General Group** or the underlying exchange upon which the **fund** trades.

- viii. The suspension, limitation or material disruption of trading on any of the underlying exchanges that the **funds** invest in; the underlying exchanges on which the underlying index is based failing to open for trading or closing early; the announcement that the publication of the underlying index is to cease; the underlying index is replaced by another index; or the level of the underlying index is not calculated or published.

- ix. Cyber attack, including any actual, attempted or reasonably suspected introduction of malicious code, computer virus or similar, denial of service attack or any intentional harm, disruption or downgrading of functionality, or illicit access or use, affecting any computer, computer system, computer software or programme, or other electronic process, device or system.
- x. Any other event beyond our control that we are unable to anticipate.

If such an event impacts our ability to perform our obligations under the **scheme**, we'll advise you as soon as we're 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.

5. Our responsibilities

If an event described on page 18 happens:

- i. We will not be responsible for any resulting failure or delay in performing any of our duties and obligations described in this booklet.
- ii. Where it becomes necessary to delay performing our obligations, we'll use all reasonable efforts to bring things back to normal.
- iii. If you're being disadvantaged, we'll 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're 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'll only make these changes for a good reason.
- iii. Wherever possible we'll 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.



6. Reasons why we may close or stop accepting payments into 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'll 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'd be breaching the applicable regulations.
- Your behaviour, in our reasonable opinion is abusive, offensive, threatening (in language or action) or otherwise inappropriate.

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

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

You must notify us immediately on ceasing to be a UK resident as there may be tax implications for you.

We'll give you 30 days' notice of a decision to close your **arrangement** or stop receiving contributions or payments into it on this basis.

If we can't contact you by your 99th birthday and no one has come forward to claim the **benefits** of your **arrangement** then we'll assume that no one shall.

We'll no longer invest your money and it will be held in accordance with rules or regulations concerning unclaimed **assets**.

7. 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 and General Assurance Society Limited, 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'll tell you. If that amendment affects any of the terms or conditions applicable to your **arrangement**, we'll make a new version of this booklet available to you. We'll let you know when it is available and how to access it.

This may be online. You'll 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 legislation and/or taxation applying to the **scheme** and/or Legal and General Assurance Society Limited and/or any other company within the **Legal & General Group** or operating any of the **funds** or to the investments of if any changes or levy or restrictions to any of the imposed or altered
- 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.
- v. If the **scheme** no longer meets the legal requirements to be classed as a Stakeholder Pension Scheme as defined under the **Welfare Reform and Pensions Act 1999** and associated regulations.

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

If you don't make a choice by the date specified in the notice, we'll 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'll continue to take charges as described on page 16.



General information

1. Our responsibilities

- i. Subject to point (ii) below, we 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're responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we're 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 don't 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've 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 aren't responsible for the performance of your pension. We cannot guarantee the performance of the investments made through the **scheme** 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've taken out of your **arrangement**.

2. Your personal information

How do we use your information?

We use personal information that we hold about you:

- To carry out our responsibilities resulting from any agreements you've entered into with us (e.g. to provide financial advice, underwrite and administer your products, including processing claims, checking for false or inaccurate information against previous Legal & General product applications and mortgage affordability checks) and to provide you with the

information, products and services that you've asked from us (e.g. quotes and pension tracing).

- To provide you with marketing information about services and products we offer across the **Legal & General Group** which may be of interest to you.
- To tell you about changes to our services and products.
- To comply with any applicable legal or regulatory requirements (including "know your customer" checks, or to comply with any applicable regulatory reporting or disclosure requirements).
- For carrying out market research, statistical analysis and customer profiling to help us to improve our processes, products and services and generate new business (e.g. to understand digital behaviours, identify financial attitudes, find new audiences with similar attributes and develop more engaging communications). This may also include sharing your personal information with our third-party platform and media suppliers to prevent you seeing adverts for products you already have with us.
- To define our actuarial, pricing and underwriting strategies.
- To run our business in an efficient and proper way. This includes testing our systems, managing our financial position, business capability, planning, communications, corporate governance, and audit.
- For any other purpose that we've agreed with you from time to time.

Who do we share your personal information with?

- We'll only disclose your information to:
- Other companies within the **Legal & General Group**, third-party suppliers, media suppliers, contractors and service providers for the purposes listed under "How do we use your information" above.
- Selected third parties, so that they can contact you with details of the services that they provide, where you've expressly opted-in or consented to the disclosure of your personal data for these purposes.
- Our regulators, government agencies (e.g. HMRC), law enforcement agencies, credit reference agencies, data verification and tracing agencies, fraud prevention agencies, reinsurers, as well as our professional advisers etc. You can find an up to date list of our reinsurers on our website at legalandgeneral.com/privacy-policy/consent-controllers.



If you've been introduced to us by another company (e.g. bank, insurer, building society, your employer or their **financial adviser**), we may share your information with them to enable them to:

- Administer and service your products.
- Carry out market research, statistical analysis and customer profiling.
- Where you've consented, send you marketing information by post, telephone, e-mail and SMS about their products and those of carefully selected third-parties.

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 UK in order to administer your **arrangement**.

3. Updating your details

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

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

Our privacy policy sets out more detailed information on how we use your personal information (including, our processing activities, the lawful basis for our processing, how we transfer and share your information and/or any information prescribed by data protection law). A copy of our privacy policy is available at **www.legalandgeneral.com/privacy-notice/** or otherwise upon request. Any changes to our privacy policy will be posted on this site from time to time.

4. Fraud prevention

The personal information Legal & General collects from you may be shared with fraud prevention agencies who'll use it to prevent fraud and money laundering and to verify your identity.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We may also share information about you with other organisations and public bodies, including the police and we may check and/or file your details with fraud prevention agencies and databases.

If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies can be found by accessing these links:

- CIFAS – **legalandgeneral.com/cifas**

- National Hunter – **nhunter.co.uk/privacy policy**

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.
- Checking sources of income and tax details.

Legal & General and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Please contact our Group Financial Crime department if you wish to receive the relevant details of the fraud prevention agencies:

Address: Group Financial Crime, DC Pensions,
Legal & General, PO Box 1560, Peterborough, PE1 9AP

Legal & General may also check the details of other parties related to your contract, including verification of identity. This includes beneficiaries, trustees, settlors, third party premium payers, executors or administrators of your estate, parties with **power of attorney** and any other beneficial owner.

5. Access

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

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

6. Assignment

Your **arrangement** 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.

No Waiver

If we decide to waive a term or condition of this booklet, this does not mean that we've made a permanent change to the terms or conditions. We can still apply the term or condition we've waived on a future or separate occasion.

Contracts (Rights of Third Parties) Act 1999

The provisions of this booklet are not intended to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 (the Act) by anyone who doesn't have



an **arrangement** under the **scheme**. Any power we have to terminate or amend the **scheme rules** or the policy shall not require the consent of a member or any other person who may be or become entitled to **benefits** under the **scheme** by virtue of the Act unless this booklet or the **scheme rules** expressly provides that their consent is required.

Changes in Circumstances

Some of the features described in this document apply differently to people in different circumstances. You must tell us if:

- you cease to be resident in the United Kingdom (UK), or
- you cease to have **relevant UK earnings** or having ceased to have **relevant UK earnings**; you start to have them again; or
- you are in an occupation for which, before 6 April 2006, HMRC permitted an exceptionally early retirement age and you leave that occupation; or
- you ceased to be entitled to receive tax relief on your contributions to the **scheme**.

7. Law and jurisdiction

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

8. Communicating with you

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

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

9. Annual statements

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

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

10. Complaints

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

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

Tel: **0345 070 8686**

Email: employerdedicatedteam@landg.com

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

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

The Pensions Ombudsman

10 South Colonnade, Canary Wharf, London E14 4PU

Tel: **0800 917 4487**

Email: enquiries@pensions-ombudsman.org.uk

Website: 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: financial-ombudsman.org.uk

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

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

11. 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.

Investor protection

1. Investor protection

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

The **scheme** is run by the Scheme **Administrator** with all of the **assets** held by us, the **Scheme Administrator**. No one other than the **Scheme Administrator**, or a court of law, can give instructions to pay out money from the property of the **scheme**. The **Scheme Administrator** can only pay money out in accordance with the **scheme rules** or where it is instructed by a court order.

2. Financial Services Compensation Scheme (FSCS)

Entities involved with your investments

When you invest in a **fund**, that **fund** is held through an insurance policy with Legal and General Assurance Society Limited, which is an insurance undertaking and the provider of the **Scheme**. They then invest in the **funds** of **Legal and General Assurance (Pensions Management) Limited**, which we refer to as PMC (Pensions Management Company). Depending on the **fund** selections made by you, some of the **assets** held by PMC are invested with external providers outside the **Legal & General Group**.

When one insurance company (Legal and General Assurance Society Limited) invests its **assets** with another (PMC), this is known as reinsurance. This reinsurance **arrangement** has its own rules and impacts on your right to claim compensation.

Your rights if those entities fail

In the event that Legal and General Assurance Society Limited becomes insolvent or is otherwise unable to meet its financial obligations, you may be able to claim for any losses from the FSCS, potentially up to 100% of the total value. The FSCS is designed to pay UK customers compensation if they lose money because a firm is unable to pay them what they owe. You can find out more about them at fscs.org.uk. Investor protection legislation and regulation may change in future. If you are resident outside of the UK, you should speak to a **financial adviser** for clarification of our eligibility.

In the event that PMC becomes insolvent, Legal and General Assurance Society Limited will attempt to recover the full value of your investments. If they are unable to do so, Legal and General Assurance Society Limited will be responsible for making up any shortfall. In the event that an external provider becomes insolvent, PMC will attempt to recover the full value of your investments. If they are unable to do so, Legal and General Assurance Society Limited will be responsible for making up any shortfall.

There are currently no exceptions to these rights. Any new **fund** that Legal and General Assurance Society Limited has made available since 1 December 2018 may not benefit from them. If this is the case, all of the documents you receive about your **funds** will outline the risks of investing in them.



Terms explained

Administrator

Legal and General Assurance Society Limited.

Arrangement

A part of the scheme which provides benefits for you. You are allowed to have more than one arrangement. This particular pension with us which is governed by these terms.

Annual allowance

The maximum total contribution you, or someone on your behalf, can pay into this arrangement or any other pension savings you may hold in any tax year without incurring a tax charge. Any basic rate tax relief 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 this policy.

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.

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:
 - is under the age of 18 (or 23 if in full time education)
 - was in the opinion of Legal and General Assurance Society Limited dependent upon at the date of your death because of mental or physical impairment;

- a person who falls into neither of the above categories and who at the date of your death was, in the opinion of Legal and General Assurance Society Limited:
 - financially dependent on you
 - in a financial relationship of mutual dependence with you
 - dependent on you because of mental or physical impairment.

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

A company referred to which manages an external fund and which isn't part of the Legal & General Group.

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.

HMRC

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

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 and General Assurance Society Limited.

Internal fund

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

Investors

People like you who are invested in funds.

Legal & General Group

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

Legal and General Assurance (Pensions Management) Limited (PMC)

Is the provider of the L&G internal funds. It is an insurance company and provides its funds to the insurer by way of a reinsurance agreement.

Lifestyle profile

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

Lump Sum Allowance

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

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

The Lump Sum Allowance is £268,275. It will be higher if you have a protected lifetime allowance.

Lump Sum and Death Benefit Allowance (LSDBA)

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

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

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

Membership certificate

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

Money purchase annual allowance

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

Normal Minimum Pension Age

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

Overseas Transfer Allowance (OTA)

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

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

Pension commencement lump sum (PCLS)

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

Pension pot

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

Pensions Act

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

Personalised illustration

You'll 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 (QROPS)

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

Relevant UK earnings

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

Registered Pension Scheme

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

Scheme

The Legal & General Group Stakeholder Pension Scheme.

Scheme rules

The deed poll and rules which govern the scheme.

Selected retirement date

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

Serious Ill health

Life expectancy of less than one year.

Target Date funds

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

Transaction costs

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

Uncrystallised funds pension lump sum (UFPLS)

An authorised cash lump sum payment for those at **normal minimum pension age** or if ill health conditions have been met. Up to the first 25% (quarter) will normally be paid tax-free, subject to any allowances.

Units

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

Unit price

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

Welfare Reform and Pensions Act

The Welfare Reform and Pensions Act 1999 and associated regulations as amended from time to time and any statutory re-enactment or modification to it.

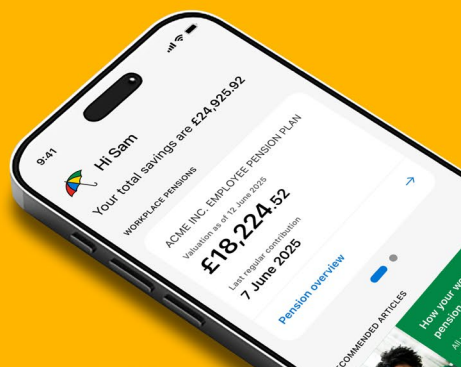
Working day

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



Download the L&G app

Your pension in your pocket



Contact us

Call 0345 070 8686

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

legalandgeneral.com/mya



For a copy of this or any item of our literature in larger print, Braille or audio format, you can contact us by email at **employerdedicatedteam@landg.com** or call us on **0345 070 8686**.

Legal and General Assurance Society Limited
Registered in England and Wales No. 00166055
Registered office: One Coleman Street, London EC2R 5AA

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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