## Part 1 - Your Benefit Options

The Trustees have confirmed that you are a beneficiary entitled to receive benefits held under the SIPP. Please complete this form in BLOCK CAPITALS as fully as possible. Any missing information will result in a delay in the payment of your benefits.

Options UK Personal Pensions LLP ('Options UK’) organise the payment of death benefits from the pension fund on the basis of the information provided on this form.

Before you make your benefit choices, as a regulated pension product, we must know if you have received guidance from the Government's free and impartial service Money Helper PensionWise and / or regulated financial advice relating to your chosen options.

Have you taken Pension Wise guidance?
If you have taken guidance please confirm from what source:

Have you taken Financial Advice?


I do not intend toFace to Face with Citizens Advice Phone Call Website
 Yes $\bigcirc$ I intend to take Advice I do not intend to take Advice

If you have taken regulated financial advice, please confirm the name, firm and FCA registration number of your financial adviser.

## I have taken advice from my financial adviser and this advice is reflected within this form.

Please note, before taking your benefits we would always recommend that you obtain appropriate financial advice.

## Death Benefit Choices

The following options are available to you as a beneficiary of the SIPP:

1. you could receive a death lump sum payment, where the whole or part of your entitlement is paid to you in one payment; or
2. purchase of a lifetime annuity with all or part of your entitlement with another life provider; or
3. you can choose to receive a nominee's or dependant's flexi-access drawdown; or
4. a combination of the above options.

Should you wish to receive nominee's flexi-access drawdown, you can either transfer your entitlement to another scheme that is willing to accept the transfer or you can set up a new Premier SIPP with Options UK.
Please note that in the case of a transfer, the whole of your entitlement under the SIPP will need to be transferred to the new scheme.
Please tick all that apply


I would like to receive a Death Benefit Lump Sum Payment. (Please complete parts 2 \& 3)
I would like to purchase an annuity of my own choice. (Please complete parts $2 \& 4$ )
I would like to transfer my FULL entitlement of dependant's/nominee's flexi-access drawdown to an alternative arrangement. (Please complete parts $2 \& 5$ )


I would like to open a new Premier SIPP and receive dependant's/nominee's flexi-access drawdown. (Please complete parts 2 \& 6 onwards) (This option is only available to UK residents aged 18 or over).

IMPORTANT: Please note if you choose to open a new SIPP with Options UK you will be opening a new SIPP arrangement and agreeing to the terms and conditions for the new SIPP. Under this new SIPP you will be able to make your own investment decisions, receive contributions and transfers into a separate arrangement under this SIPP.

I understand that Options UK charge a separate fee for the work involved in the distribution of death benefits, which is charged on a time cost basis of $£ 150$ plus VAT per hour (subject to a minimum of $£ 500$ plus VAT).

## Part 2 - Your Information

## Data Protection

We know how important privacy is to you. So we have created a Privacy Notice to provide you with a clear explanation of when, why and how we collect and use your personal data. A version of this notice can be obtained on the Options website at https://www.optionspensions.co.uk/privacy

Your Personal Details


The NI number must be completed before the application can be processed.

## Client Verification Information

We are obliged by law to verify the identity of our clients and to ensure that the information we hold is kept up-to-date. Our default approach is to use electronic identity verification checks. These checks will be made prior to the provision of any service as well as from time to time throughout our relationship. We will proceed on the basis that you are happy for us to carry out these checks unless you confirm otherwise, by ticking the box.


This electronic check creates a "soft" footprint that will not be visible to any other party on your credit records; neither will it affect your credit rating.

If you tick the box, or fail to pass electronic checks, in order to support your SIPP application and/or the payment of benefits we will require at least two separate documents to confirm identity, address and date of birth. Please provide a certified true copy of either a passport or photo card driving license and a utility bill (not mobile phone) dated within the last 3 months. Other options of evidence are available if you should not have these documents; please contact us directly for further information.

Bank Account Details for Receipt of Benefit Payments


Please note if you wish your payment to go to an overseas bank account please contact us.

## Part 2 - Your Information (Continued)

## Taxing your Payment

In some instances it may be applicable for your income or lump sum payment to be taxed through Pay As You Earn (PAYE). In most circumstances your initial payment will be taxed using the emergency tax code.

You may alternatively supply us with your P45 for the current tax year. We shall use the code stated on the P45 ignoring any previous pay you have received and any tax you have paid; known as a Month 1 basis.

If you do supply a P45, please tick the applicable statement below:

I have no other existing PAYE/Pension income or I am only in receipt of State Retirement Pension.

I have one or more existing employments and/or multiple pensions.

By completing the statement above you are confirming that you have not previously informed any other employer or pension scheme of these tax details.

## Part 3 - Death Lump Sum

I wish to receive all of my entitlement as one lump sum payment:
 Yes No

IMPORTANT: Where you receive all of your entitlement as one lump sum no further benefits will be payable to you.

If no, please specify the total amount of fund you wish to take as a one off payment | $£$ |
| :--- |

## Beneficiary Declaration

For your own benefit and protection you should read the content of the declaration carefully before signing. If you do not understand any point please ask for further information.

I require Options UK to pay the death lump sum confirmed above.
I acknowledge that in the case of my full entitlement being used for the death lump sum payment, the Trustee is discharged from any obligation to provide me, or my dependants with any further entitlement under the Scheme. The amount that is paid represents the full discharge of any liability of Options UK and the Trustee company.
In the case that my entitlement under the SIPP is not exhausted, with immediate effect, I nominate to put any remaining non- drawdown funds which form part of my entitlement into nominee's flexi-access drawdown.

I agree that any fees incurred in relation to the arranging of death benefits may be withdrawn from my entitlement under the SIPP prior to the transaction.

I understand that the executors of the deceased member's estate will be notified of this payment so they can carry out their responsibility to calculate the lifetime allowance used by this payment.

I declare the information given in this form is true and complete. If I become aware of any changes in the information before the benefits have been paid, I will inform Options UK, in writing, of the changes.


IMPORTANT: If you have funds left within the SIPP after this transaction, please complete Parts 6 onwards.

## Part 4 - Annuity

Please ensure there is sufficient liquidity in the scheme bank account to provide funds.

Do you wish to utilise your full entitlement for an annuity purchase? $\bigcirc$ Yes $\bigcirc$ No

If no, please specify the total amount of fund you wish to use? $£$
Please note that payments are always made by BACS. If you require a faster payment additional banking charges will apply.

Provider Details


We must have a copy of the annuity illustration or quote in order to process your annuity purchase. This should be provided by the relevant annuity provider. It is important to note that annuity quotes will usually have a defined time frame so it is important that you provide the information to us as quickly as possible following receipt.

## Beneficiary Declaration

For your own benefit and protection you should read the content of the declaration carefully before signing. If you do not understand any point please ask for further information.

I require Options UK to pay the amount stated above to the above annuity provider.
I acknowledge that in the case of my full entitlement being used for the annuity purchase, Options UK and the Trustee are discharged from any obligation to provide me, or my dependants with any further entitlement under the Scheme. The amount that is paid represents the full discharge of any liability of Options UK and the Trustee company.

I accept that should there be any change to the annuity quotation i.e. by exceeding the annuity provider's quotation guarantee period, I fully indemnify Options UK and the Trustee company against any subsequent loss.

In the case that my entitlement under the SIPP is not exhausted, with immediate effect, I nominate to put any remaining non- drawdown funds which form part of my entitlement into nominee's flexi-access drawdown.
I agree that any fees incurred in relation to the arranging of death benefits may be withdrawn from my entitlement under the SIPP prior to the transaction.

I declare the information given in this form is true and complete. If I become aware of any changes in the information before the benefits have been paid, I will inform Options UK, in writing, of the changes.


IMPORTANT: If you have funds left within the SIPP after this transaction, please complete Parts 6 onwards.

## Part 5 - Transfer to Another Scheme

## Transfer Request and Discharge

What prompted you to transfer your entitlement to another scheme? Please tick all that apply:


I was advised to transfer by my appointed financial adviser,I was contacted by text messageI saw an advert on, or for, a websiteI received an emailI received a phone (cold) callOther (e.g. fees) please state

## Destination of Benefits

Please indicate the type of scheme you wish to transfer your entitlement to:Occupational Pension Scheme (OPS)Personal Pension Scheme (GPP/PPP)Buy Out Policy (Section 32)Self Invested Personal Pension (SIPP)Small Self-Administered Scheme (SSAS)Other please state

The name of the Receiving
Scheme for my benefits is:

Full name of the Employer (where the transfer is to an Occupational Scheme or a SSAS)

How will the transfer be made?

Assets to be transferred in-specie, please provide details in the box below
(Please note that no cash element can be transferred until the in-specie asset(s) transfer has completed i.e. cash will always be the last element to transfer.)

Please note that payments are always made by BACS. If you require a faster payment, additional banking charges will apply.
$\square$

IMPORTANT: Given that we are reliant on third parties, we cannot guarantee how long the transfer will take.


## Part 5 - Transfer to Another Scheme (Continued)

## Discharge of Liability and Declarations

For your own benefit and protection you should read the content of the declaration carefully before signing. If you do not understand any point please ask for further information.
a. With immediate effect, I nominate to put any remaining non-drawdown funds which form part of my entitlement into nominee's flexi-access drawdown.
b. I require the scheme administrator to transfer my FULL entitlement under the Transferring Scheme to the Receiving Scheme and in accordance with the applicable relevant legislation.
c. I acknowledge that in complying with my requirements to pay the cash equivalent transfer value as requested in this section the Trustees are discharged from any obligation to provide me or my dependants with any further entitlement (on my retirement or death) under the Transferring Scheme in respect of my benefits under the scheme to which the cash equivalent transfer value that is paid relates and will represent the full discharge of any liability of the Options UK and the Trustee company.
d. I agree that any fees incurred in relation to the transfer of nominee's flexi-access drawdown may be withdrawn from my entitlement under the SIPP prior to transfer.
e. I understand that the Trustees in complying with this request in accordance with the relevant procedures and legislation are not required to enquire into the use and/or application of the assets transferred.
f. I confirm that the Trustees/Managers or Administrators of the Receiving Scheme have agreed to accept the transfer and I authorise Options UK and the associated Trustee Company to liaise and provide information to them in this regard.
g. I understand that neither the Trustees of the Transferring Scheme nor Options UK nor any person representing the same is any way responsible for any quotation or other literature issued or representation made on behalf of the Receiving Scheme or Schemes.
h. I have read the information relating to enclosed leaflet "Pension Scams".
i. In signing to accept this cash equivalent transfer value, I confirm that I have not/will not be gaining access to any part of the transferred funds either directly or via any payment from a third party as a result of the transfer payment and/or investment of the funds transferred other than as provided by the receiving scheme rules.
j. I understand that any other such payment would constitute an unauthorised payment for tax purposes and as a result be subject to a tax deduction and may also be subject to additional penalties. I also understand that, in some cases, the transfer may still be subject to the Trustees approval.
k. I declare the information given in this form is true and complete. If I become aware of any changes in the information before the transfer has completed, I will inform Options UK, in writing, of the changes.

Beneficiary's Full Name:


## Part 6 - New Premier SIPP

(This option is only available to individuals aged 18 and over and resident in the UK. A new Premier SIPP is not available to individuals living overseas).

By completing this section you will be opening a new Premier SIPP arrangement for nominee's flexi-access drawdown and agreeing to the terms and conditions for the new SIPP. Under this new SIPP you will be able to make your own investment decisions, receive contributions and transfers into a separate arrangement under this SIPP. Should you wish to make contributions or pay in transfers from other schemes, please contact us to provide you with relevant documentation.

For the rest of the form you will be referred to as the "Member".

## Eligibility Criteria

Please indicate which of the following applies to you at sometime in the current tax year - please tick box1. I am resident and ordinarily resident in the UK2. I am resident overseas as a Crown Servant3. I am the spouse of a Crown Servant4. I am none of the above

If you have ticked box 4 , do you have net relevant earnings in the UK on which to base your contributions? Yes No

## Online Viewing Access

In order to set up a user name and password to gain access to view your SIPP data online through SIPP~Web please confirm the following:

## I confirm I have read and agree to the SIPP~Web Terms and Conditions

## I confirm should any of the data held by Options UK change then I agree to notify Options UK immediately



## Plan Details



This acts as an indication only and does not bind you in any way. If the date is left blank we will default this date to your 75th birthday.

Should you wish to take immediate benefits then you should also complete the following section of this application.

Nominee's Flexi-Access Drawdown facility required immediately?Yes No

## Part 6 - New Premier SIPP (Continued)

## Nominee's Flexi-Access Drawdown <br> Do you wish to use your full fund? $\bigcirc$ Yes $\bigcirc$ No

Should you wish to put all of your funds under the scheme into nominee's flexi-access drawdown, including any non-drawdown funds, please tick yes here and state your income requirements in the box below.
If no, please specify the total amount of fund you wish to use? $£$
What level of gross pension income do you want to receive each year? $£$

How often do you want to be paid your pension?
Ad hoc
Annually
Quarterly
Monthly

Please confirm your preferred first pension payment date


Pension payments are only made on either the 1 st or 25 th of the month. Please allow for a minimum of 14 days for set up, from receipt of sufficient funds for the payment of your benefits.

If you have any specific requirements please indicate these in the box below.
$\square$
IMPORTANT: Where you receive all of your entitlement as income no further benefits will be payable to you.

## Sourcing Funds for Payments

Please give specific details of assets you wish to surrender for your benefits and where possible please supply the relevant surrender forms.

Encashment or sale of an asset/investment income for example
$\square$

## Benfit Questions

If your entitlement is less than $£ 10,000$, you do not need to complete this section, otherwise please answer all the questions. We will be unable to pay any income until these questions are completed in full.


## Part 7 - Declaration by Applicant

I hereby declare that:

1. I have received, and been given the opportunity to read and understand the SIPP Key Features, Member Agreement (Part 11 of this form), Terms and Conditions, Key Features Illustration. I understand that the rules of the SIPP are available from Options UK.
2. I agree to be bound by the governing documents of the Premier SIPP, the Member Agreement, the Terms and Conditions, and any subsequent amendments as may be adopted from time to time.
3. I agree and consent to Options UK carrying out checks to confirm my identity, residence and source of wealth and I agree to supply further information as necessary for the purpose of these checks.
4. I undertake to notify the Administrator in writing within 30 days in the event of:
a. any change to my permanent residential address;
b. any change to my National Insurance Number.
5. I undertake to Options UK not to require withdrawal of any of the trust funds or the payment of the income of the trust funds to me except as provided for in the Rules for the payment of benefits.
6. I understand that Options UK will correspond and accept investment instructions from any Adviser detailed in the Adviser section or subsequently appointed by me, directly, unless I give written instructions to the contrary
7. I confirm that I will rely on my own decisions or advice received from my Advisers when making investment transactions and I am responsible for the outcome of those transactions. Options UK and Personal Pension Trustees Limited do not give any advice in relation to the SIPP and its investments.
8. To hold Options UK and Personal Pension Trustees Limited fully indemnified against any claim in respect of such decisions.
9. That the fees which shall be due to Options UK, and notified to me in advance, will be met from the funds held on my behalf and that I will be responsible for ensuring that sufficient monies are available.
10. Where fees are due to my Adviser these will be paid in accordance with the details and consent I have given in Part 9 of this application.
11. I understand that there is no entitlement under the SIPP to an Unauthorised Payment and I will not carry out any action which could lead to an Unauthorised Payment.
12. I promise to accept responsibility in respect of any claims, losses and expenses that Options UK and the administrators of the current plans may incur as a result of any incorrect information provided by me in this application or of any failure on my part to comply with any aspect of this application.
13. By signing this declaration I am allowing Options UK to process my application using the information that I have provided. I am also declaring and consenting to the processing of sensitive and other data about myself as described in the data protection notice below.
14. Payment of benefits will be made in accordance with the information provided on this form.
15. If insufficient monies are placed in my individually designated Scheme Bank Account to pay a regular pension income, I understand and agree that Options UK will not be held responsible for any delay in paying benefits. I also understand and agree that I will be responsible for informing Options UK as to how these monies are to be made available and I understand an insufficient liquidity charge will be payable as per the Terms and Conditions.
16. As I am party to all investments, I understand that I am responsible for instructing Options UK which investments are to be surrendered and I may be required to sign the disinvestment form(s).
17. All fees regarding any form of drawdown are listed in the Terms and Conditions and will apply regardless of the level of any income being taken. These fees may be taken from my pension fund.
18. If there are any outstanding fees due to Options UK, these fees must be paid before any pension income will be paid.
19. I declare the information given in this form is true and complete. If I become aware of any changes, I will inform Options UK, in writing, of the changes.
20. That I have received information relating to how to obtain guidance as part of the Guidance Guarantee provision as provided with this form.


## Data Protection Notice

The information you have provided and a certain amount of other personal data about you is needed so that the Premier SIPP can be run and administered properly both now and throughout your future membership. How we collect and use your data has been set out in our Privacy Notice which is available from our website at https://www.optionspensions.co.uk/privacy.

## Part 8 - Waiver Notice (Important - you should read this carefully)

Your right to change your mind - this note refers to the Premier SIPP
Once we receive your application to become a member of the Premier SIPP (the Plan), if you do not waive your right to cancel, you will be sent a Cancellation Notice that gives you the right to cancel your application. You will then have 30 days from the day you receive the Cancellation Notice in which to change your mind (the Cancellation Period). However, if you wish you can waive this right to cancel and become a member of the Plan earlier. Here are some questions that may help you to decide:

Do I understand what the Plan will do for me?

- Are you clear on the advice you have received from your adviser?
- You should have received a Key Features document with details of how the Plan will work for you, which should answer your questions.
- If there is anything that is unclear, or if you have not received a Key Features document, please contact your Financial Adviser, or Options UK, Fitzalan House, Fitzalan Court, Fitzalan Road, Cardiff CF24 OEL, Email: optionspremiersipp@optionspensions. co.uk.
What happens to my application if I retain my right to cancel?
- During the 30 day Cancellation Period, you will not be a member of the Plan and as such, a SIPP bank account cannot be opened in your name. No contributions or transfers can be received, and no investments, including property purchase, can be made.
- You will become a member of the Plan after the end of the Cancellation Period when the SIPP documentation is executed by the Trustee.

What happens to my application if I waive my right to cancel?

- On receipt of your application and Right to Cancel Waiver Form, the SIPP documentation will be executed by the Trustee and you will become a member of the Plan. A SIPP bank account will be opened for you, and contributions or transfers can be processed, and any investment instructions received will be acted upon (though these will depend on monies being available in the bank account first).
- You will NOT receive a Cancellation Notice and you will NOT have the right to change your mind.
If I wish to retain my right to change my mind, what should I do?
- Ignore this notice and do nothing with the Right to Cancel Waiver Form.
- You will be sent a Cancellation Notice after we have received your application.

If I am sure that I want to become a member of the Plan and do not wish to have the right to change my mind, what should I do?

- Send the completed Right to Cancel Waiver Form to Options UK, Fitzalan House, Fitzalan Court, Fitzalan Road, Cardiff CF24 OEL together with the rest of your Premier SIPP application documents.
- You will not receive a Cancellation Notice after we receive your application.
- You will become a member of the Plan and you will NOT have the right to change your mind.

Will I lose anything by waiving my right to cancel?

- You will lose the right to change your mind about becoming a member of the Plan.

What happens if I waive my right to cancel and subsequently change my mind?

- You will not be able to cancel your application to become a member of the Plan.
- You will have incurred fees relating to setting up your Plan, in accordance with the Plan Terms and Conditions. These fees will remain payable and will not be refunded to you.
- You may ask that the SIPP is closed and make arrangements for assets held within the SIPP to be transferred to another registered pension scheme of your choice. A charge for processing the transfer out will be payable in accordance with the Plan Terms and Conditions.


## Right to Cancel Waiver Form

IMPORTANT: To be signed only if you wish to waive the right to cancel your application for membership of the Premier SIPP.
I hereby give notice that, having read and understood the content of the above Waiver Notice, I have decided that I wish my application for membership of the Premier SIPP to be processed as soon as possible and that I waive my right to cancel.
I understand that by giving this notice and becoming a member of the Premier SIPP, I will not be able to change my mind later.


## Part 9 - Appoint IFA/Accountant

To: Options UK Personal Pensions LLP
Premier SIPP
Please complete the name of your appointed adviser(s).
Charges will be paid upon submission of a valid invoice
I have appointed: $\square$

As my Financial Adviser and I can confirm they will provide me with ongoing advice in regards to my SIPP.

If applicable, I agree to remunerate for these services as indicated below, in respect of the investments held in this arrangement. Figures below should be exclusive of VAT where relevant.

$\square$ Fees will be Ad-hoc (please tick)

*If left unanswered, we will assume charges are subject to VAT
$\square$ I authorise the release of information relating to my Premier SIPP to my adviser as detailed below.

I authorise that my adviser as detailed below receives online access to SIPP~Web and can access information relating to my Premier SIPP this way
$\square$
I confirm my agreement to these charges and hereby authorise and request the Trustee to pay them on my behalf, in accordance with the provisions of the Premier SIPP, from the funds held in my Premier SIPP, until otherwise instructed.
These terms amend and replace any existing remuneration arrangements which would otherwise apply to the Premier SIPP and will remain in place until I notify you in writing.


## Part 9 - Appoint IFA/Accountant (Continued)

Adviser Bank Details for Payment and Basis of Advice Declaration


To meet Conduct Services (FCA) regulatory reporting requirements, Options UK must record whether advice was given to your client regarding the sale of this product. Please tick the box below.

Was advice given?Yes No

## Part 10 - Expression of Wish Form

This form should be completed if you wish to provide details of who you would like to receive any lump sum or pension death benefit under your SIPP on your death. This Expression of Wish does not bind the Trustee or Scheme Administrator of the SIPP, but will help them to pay out benefits in line with your wishes; it can be changed in writing at any time. Please complete this form in BLOCK CAPITALS and return to Options UK.

The information provided on this form will only be used to help the trustee determine who is eligible for any death benefit arising under the scheme. Wherever possible, you should take steps to inform those named on this form that you are disclosing their details, obtain their consent to do so and identify to them that you are sharing their information with Options UK Personal Pensions LLP.

You can find out more information about when, why and how we collect and use personal data by asking for a copy of our Privacy Notice available here https://www.optionspensions.co.uk/privacy.
In completing this form we ask you to provide information about your relationship to the people you have listed on the form under beneficiary details. In doing so you may reveal information relating to your sex life or sexual orientation (sensitive information) and that of the people named on this form. Data protection regulation requires that the trustee obtains explicit consent from those people whose sensitive information has been shared with the trustee before they can use that information. The people listed have the right to withdraw their consent at any time. Please contact us if anyone named on this form wishes to withdraw their consent.

## Beneficiary Details

Please provide details of any individual to whom you would like the proceeds of your SIPP to be paid in the event of your death and sign and date the declaration on the next page.

## Person 1



## Person 3



Percentages of death benefits: $\square$

## Person 2

Forenames
(in full) $\square$





## Person 4

$\square$
(in full)



Date of Birth:



Relationship:


Percentages of
death benefits: $\square$

## Part 10 - Expression of Wish Form (Continued)

## Trust Details

Please provide details of any Trust to which you would like the proceeds of your SIPP to be paid in the event of your death. We require a certified true copy of the trust detailed below and would be grateful if this is attached to this form when it is returned.



Address for Trust: $\square$
Percentage of $\qquad$
death benefits: \%

IMPORTANT: We are not Trust experts and cannot be held responsible for ensuring a Trust fulfils the purposes for which it was intended.

## Charity Details

If you wish to leave some or all of your SIPP funds to a charity please provide the details below. The charity must be a UK registered charity.

## Charity 1



Percentages of death benefits: $\square$\%

## Charity 2



## Declaration

I hereby nominate the person or persons detailed on this form to receive benefits in the event of my death. I accept Options UK will assume that where I have disclosed information about another person I have:

- Obtained their consent to disclose such information, and
- Informed them of the purposes for which their information will be processed

Member's Name:



## Part 11 - Member's Agreement



1. Options UK Personal Pensions LLP ("Options UK", the "Provider" and the "Scheme Administrator") is authorised and regulated by the Financial Conduct Authority. Options UK's address is set out in Part A of the signing schedule..
2. The Member (the "Member") whose name and address is set out in Part B of the signing schedule.

## Introduction

A. This Agreement details the terms of business and the services that the Provider, the Scheme Administrator and the Trustee offer the Member in relation to the Scheme.
B. The Scheme is a Registered Pension Scheme under Part IV of the Finance Act 2004 under reference number 00605811RH.
C. The Trust Deed and Rules and any subsequent deeds amending them govern the Scheme. Copies of the current Trust Deed and Rules are available to the Member upon written request.
D. The Provider is the provider of the Scheme. The Provider is also the Scheme Administrator, pursuant to which it carries out all day to day administration in relation to the Scheme.
E. The Trustee is the Scheme's trustee. It is not a party to this Agreement. However Options UK Personal Pensions LLP and the Trustee have entered into a services agreement pursuant to which Options UK Personal Pensions LLP agrees to carry out the obligations of the Scheme Administrator in relation to the Scheme.

## Operative Provisions

## 1. Definitions and Interpretation

1.1. In this Agreement (including the recitals) the following expressions have the following meanings:
1.1.1. "Fundsdirect" means Investment Funds Direct Limited;
1.1.2. "HMRC" means Her Majesty's Revenue and Customs;
1.1.. "Options UK" means Options UK Personal Pensions LLP, whose address is set out in Part A of the signing schedule;
1.1.4. "Investment Manager" has the meaning ascribed in clause 7.2 of this Agreement;
1.1.5. "Legislation" means any statute, statutory instrument or other legislative provision that applies to the Scheme, including without limitation, the Finance Act 2004 and the Pension Schemes Act 1993;

1. Definitions and Interpretation (Continued)
1.1.6. "Member's Fund" means the aggregate accumulated values of all investments held by or in respect of the Scheme. It may also include any pension credit rights accepted by the Scheme in respect of the Member. It excludes:
a. the value of any contract or part of a contract to which contributions have been applied for the provision of life assurance and ill health insurance contracts;
b. any administrative expenses of the Scheme and any payments of commission; and
c. any Pension Debit arising as a result of a Pension Sharing Order, as defined in the Trust Deed and Rules;
1.1.7. "Premier/FD Dealing Site" means the online execution only investment platform offered to members of the Scheme by Fundsdirect, the use of which by or on behalf of the Member is subject to Fundsdirect terms and conditions;
1.1.8. "Provider" means Options UK Personal Pensions LLP;
1.1.9. "Rules" means the rules appended to and forming part of the Trust Deed;
1.1.10. "Scheme" means the Premier SIPP;
1.1.11. "Trust Deed" means the trust deed that together with the Rules currently governs the Scheme and made between the Provider and the Trustee.
1.1.12. "Trustee" means Personal Pension Trustees Limited.
1.2. The introduction to and headings used in this Agreement have been inserted for ease of reference only. They do not affect its interpretation.
1.3. Unless the context requires otherwise, words in the singular include the plural and vice versa; words in the masculine gender include the feminine and vice versa.
1.4. In the event of any contradiction between:
a. the Scheme literature and/or this Agreement; and
b. the Trust Deed and Rules and any supplemental deed, then the latter is overriding and shall prevail.
1.5. Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it or them as from time to time amended, consolidated or re-enacted.

## 2. Terms and Conditions and Fees

2.1. The Scheme Administrator may deduct, from the Member's Fund, remuneration for its activities relating to the Scheme exercising its power to do so under the Trust Deed and Rules at such rates as are set out in the Scheme Administrator's

## Part 11 - Member’s Agreement (Continued)

2. Terms and Conditions and Fees (Continued)
currently applicable terms and conditions, as updated from time to time, which shall apply to the Member in relation to the Scheme and which are incorporated into this Agreement.

## 3. Contributions

3.1. The Member may contribute, subject to HMRC limits, to the Member's Fund at any time. The Member may also arrange for a transfer of any other pension entitlement he may have to his Member's Fund. All funds paid into the Member's Fund will be applied for the Member's benefit in accordance with the Trust Deed and Rules and subject to deductions for charges and expenses or as otherwise specified in the Trust Deed and Rules or the then applicable terms and conditions of the Scheme Administrator.
3.2. The payment of in-specie contributions shall be made on such terms and conditions that the Scheme Administrator will determine. The Scheme Administrator can refuse to accept an in specie contribution of an assets if it so decides.

## 4. Scheme Bank Accounts

4.1. All monies held in respect of the Member's Fund that are not applied for investment purposes will be held by the Trustee in a separate designated cash management account in the Member's name ("Designated Cash Management Account"). The Trustee will be the authorised signatory for this account. The Designated Cash Management Account will be operated in accordance with such terms and conditions as the Trustee enters into from time to time.
4.2. Where monies are held in the Designated Cash Management Account any credit balance may attract interest at a rate negotiated with the account provider. Interest (if any) will be earned by the Member and paid to the Member in accordance with the Scheme Administrator's then applicable terms and conditions. No overdraft facility will be allowed on the Designated Cash Management Account.
4.3. Designated Cash Management Accounts will be maintained for the Scheme with appropriate authorisations in place for the movement of funds and in accordance with the Trust Deed the Trustee has full power to make transactions in respect of any Designated Cash Management Account without the need to obtain the Member's approval. Facilities are available to enable the Scheme Administrator to manage effectively the day-to-day cash needs of the Scheme. The Scheme Administrator may receive a fee from an account provider in consideration for placing aggregate client funds with it. The Scheme Administrator will disclose further details about this if the Member so requests.
4. Scheme Bank Accounts (Continued)
4.4. Withdrawals shall be by electronic transfer or other secure means approved under the Scheme Administrator's standard authorisation procedures.
4.5. The Scheme Administrator shall keep such records in relation to any such account(s) as are necessary to comply with the Legislation.
4.6. Where monies are transferred to an Investment Manager that is permitted to hold funds in respect of the Scheme, the Member will procure that the Investment Manager will be responsible for the establishment of Member accounts in a form acceptable to the Scheme Administrator and shall account to the Member for all transactions and interest periodically.

## 5. Investments

5.1. The Legislation permits the normal investment of contributions paid by the Member into a wide range of investments. The Scheme Administrator will provide guidance to the Member on whether selected investments are permitted by the Scheme.

## 6. Investment Procedures

6.1. Investment objectives must have due regard to providing retirement benefits. The Provider, the Scheme Administrator and the Trustee will not provide investment advice to the Member, act as investment manager to the Scheme, or accept any liability to any party for the performance or choice of investments (on the Premier/ FD Dealing Site or otherwise) or performance or choice of Investment Manager.
6.2. The Member will choose, subject to any HMRC restrictions, the investments of the Member's Fund and/or obtain advice from any person or body appropriately authorised under the financial services legislation and/or appoint one or more investment managers as authorised (provided the chosen investment manager is acceptable to the Scheme Administrator) to act on an advisory/discretionary basis in relation to the Scheme ("Investment Manager"). Where the Member has appointed an Investment Manager the Scheme Administrator and the Trustee will treat such Investment Manager as the Member's representative and agent and accept investment and disinvestment instructions from such Investment Manager on the basis that these are the Member's instructions unless and until the Member notifies the Scheme Administrator in writing to the contrary.
6.3. The Scheme Administrator and the Trustee will enter into any necessary agreements with the chosen Investment Manager and all investments not held in nominee names must be registered

## Part 11 - Member's Agreement (Continued)

## 6. Investment Procedures (Continued)

in the name of the Member and the Trustee. The Scheme Administrator's total aggregate liability (to the extent that this Agreement creates any such liability) and that of the Provider is limited to the value of the assets of the Member's Fund.
6.4. The Member will be responsible for agreeing the investment strategy with the Investment Manager. Where an Investment Manager is appointed on an advisory/discretionary basis the Scheme Administrator will normally require the Investment Manager's own nominee and custody facilities to be used (or those of Fundsdirect, if applicable) and that the Investment Manager (or Fundsdirect, if applicable) shall accept responsibility for the registration and safe custody of the investments in accordance with financial services legislation.
6.5. The Provider, the Scheme Administrator and the Trustee accept no liability for any loss occasioned by any Investment Manager, Fundsdirect or any other person or body that is responsible for any fund management investment transaction or ancillary services connected therewith. The fees and the charges of the Investment Manager or Fundsdirect are in addition to any other fees and charges payable under this Agreement or in relation to the Scheme or the Trust Deed and Rules and shall be payable from the Member's Fund unless otherwise agreed.
6.6. Whilst in agreeing to be bound by the Trust Deed and Rules the Member has agreed for the Scheme Administrator and Trustee to have a mandate to control the Member's money and assets in respect of the Scheme, neither the Scheme Administrator nor the Trustee will exercise voting rights in respect of any investment unless directed in writing by the Member to do so. Furthermore the Trustee and the Scheme Administrator reserve the right to realise investments to pay benefits which become payable under the Scheme.

## 7. Commercial Property

7.1. Commercial Property may be purchased and leased on behalf of the Scheme, but only with the prior agreement of the Scheme Administrator. The Member may appoint a property manager to act on their behalf to comply with their duties and obligations as landlord provided the Scheme Administrator agrees. The fees of any solicitor or surveyor together with any stamp duty and any other charges and disbursements will be borne by the Member's Fund. The property and any borrowing must be in the name of the Trustee and the Member. The fees and the charges of

## 7. Commercial Property (Continued)

the property manager are in addition to any other fees and charges payable under this Agreement or in relation to the Scheme or the Trust Deed and Rules and shall be payable from the Member's Fund unless otherwise agreed.
7.2. The Provider, the Scheme Administrator and Trustee cannot advise on the suitability of a property and none of them will be responsible for any loss arising therefrom. The Scheme Administrator's total aggregate liability to the extent that this Agreement creates any such liability is limited to the value of the assets of the Member's Fund under a lease or mortgage and transactions may only proceed on that basis.

## 8. Contribution Statement

The Scheme Administrator will maintain records of all contributions paid and provide the Member with statements thereof on an annual basis.

## 9. Complaints

Should the Member wish to register a complaint in relation to the services provided under this Agreement then such a complaint should be made in writing addressed to the Compliance Officer, Options UK, 2nd Floor, Fitzalan House, Fitzalan Court, Fitzalan Place, Cardiff, CF24 OEL.

## 10. Variation

The Scheme Administrator may amend or vary this Agreement at any time by giving the Member three month's written notice thereof. The Scheme Administrator may amend or vary the Scheme Administrator's terms and conditions at any time, such amendment or variation to take effect in accordance with the terms of the amended or varied terms and conditions and which shall be provided to the Member as soon as practicable thereafter.

## 11. Termination

11.1. Subject to Clause 13.3 and Clause 15.3, this Agreement (as varied from time to time in accordance with its terms) shall continue until the Member's Fund has been terminated following the payment of a transfer value to another registered pension scheme or the provision of an annuity or the payment of retirement or death benefits in the appropriate form.
11.2. No fees that have been paid at the time of termination of this Agreement shall be refunded and those fees payable upon or before termination shall remain payable after termination. Termination will be without prejudice to the completion of transactions already initiated and the Scheme Administrator is authorised to continue to operate the Designated Cash Management Account after notice has been given for the purpose of settling or receiving monies in respect of transactions already initiated and paying any monies, expenses or fees due to any party or person.

## Part 11 - Member's Agreement (Continued)

## 12. Confidentiality and Data Protection

12.1. Subject to Clause 13.2, the Scheme Administrator undertakes to treat confidential and not to disclose at any time information that relates to the Member except to:
12.1.1. the Trustee;
12.1.2. the Provider (if a different person to the Scheme Administrator);
12.1.3. the Member's agents;
12.1.4. the Investment Manager;
12.1.5. Fundsdirect;
12.1.6. its professional advisers, auditors and bankers, where such disclosures are necessary;
12.1.7. sub-contractors for the provision of the Scheme and/or this Agreement; or
12.1.8. the organisation through whom the Scheme has been introduced.
12.2. A party may disclose information relating to a Member if and to the extent:
12.2.1. the Member expressly agrees in writing;
12.2.2. it is required to do so by law, order of the courts or by any regulatory or governmental; or
12.2.3. the information has come into the public domain other than by a breach of any obligation of confidentiality; and
12.2.4. subject in each case to the disclosing party ensuring that the party in question keeps the information confidential and does not use the information except for the purposes for which the disclosure is made.
12.3. The restrictions contained in Clause 13.1 shall continue to apply after the termination or expiry of this Agreement (however arising) without limit in time unless otherwise notified.
12.4. The Member hereby explicitly consents to the processing of his personal data as set out in the Privacy Notice available from our website at https://www.optionspensions.co.uk/privacy.

## 13. Instructions and Notices

13.1. The Member shall give all instructions regarding the Scheme to the Scheme Administrator or to the Investment Manager or to Fundsdirect (if applicable) in accordance with this Agreement. The Scheme Administrator may act upon written, email or facsimile instructions but reserves the right to refuse to act until the original written instruction is received.
13.2. Any written notice or communication from the Member to the Scheme Administrator, Provider or Trustee should be sent to the Scheme Administrator, who will receive such notice or communication on its own behalf or on behalf of
13. Instructions and Notices (Continued)
the Trustee or the Provider (as the case may be). The address for sending notices to is Fitzalan House, Fitzalan Court, Fitzalan Road, Cardiff CF24 OEL or such other address as may be notified to the Member from time to time.
13.3. In accordance with the Trust Deed neither the Provider nor the Trustee shall be liable for any loss damage cost or expense arising from their respective acts or omissions unless the same has arisen from their own deliberate and knowing breach of trust, and any such liability shall be capped in accordance with the terms of this Agreement.

## 14. Indemnities

14.1. In accordance with the Trust Deed the Provider and the Trustee (and their respective employees and agents) shall be indemnified out of the assets held for the purposes of the Scheme against all losses, damage, cost or expenses for which such person is liable arising out of or in connection with the Scheme including any from which that person is relieved of liability unless the same has arisen from its own deliberate and knowing breach of trust.
14.2. The Provider and the Scheme Administrator (and their respective employees and agents) shall be indemnified out of the Member's Fund or by the Member (at the election of the person to be indemnified) against all losses, damage, costs or expenses for which such person is liable arising out of or in connection with the Member's Fund, Member's rights under the Scheme and/or this Agreement unless the same has arisen from that person's own deliberate and knowing breach of trust.
14.3. The indemnities in this clause 15 shall survive termination of this Agreement and the termination of the Member's Fund.

## 15. Third Parties

Except for the Provider and respective successors to and permitted assigns of the Provider, the Scheme Administrator and the Trustee, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act. No party may declare itself as a trustee of the rights under this Agreement for the benefit of any third party.

## 16. Jurisdiction

This Agreement shall be construed in accordance with the laws of England and Wales.

## Part 11 - Member's Agreement (Continued)

## SIGNING SCHEDULE

1. Name and Registered Office of the Scheme Administrator

Options UK Personal Pensions LLP
Registered office: 2nd Floor, Fitzalan House, Fitzalan Court, Fitzalan Place, Cardiff, CF24 0EL
Authorised signatories:

2. Full Name and Address of the Member


## Checklist

Have you completed and enclosed everything we need?Fully completed form, including the signed declarationIdentification evidence - Only required if you opt out of the electronic checkSufficient liquidity or disinvestment instructionExisting tax details - P45Declaration - Signed and datedA contact telephone number must be completed in Part 2 in order that we may contact you to complete our verification checks.

## Next Steps

Please return this form with client verification information to:
Options UK Personal Pensions LLP
$2^{\text {nd }}$ Floor,
Fitzalan House,
Fitzalan Court,
Fitzalan Place,
Cardiff,
CF24 OEL

