

Fundment Pension Terms of Business

August 2020

These Terms and Conditions form the legal agreement between you and Fundment Limited.

This section contains additional terms and conditions that will apply if you subscribe for a Fundment Pension or a Group Pension Plan.

It should be read in conjunction with the Fundment Platform Terms and Conditions and/or Fundment Pension Transfer Form.

Information about us and our regulator

Fundment® is the registered trademark of Fundment Limited, which is authorised and regulated by the Financial Conduct Authority (with firm registration number: 732727) and is an HM Revenue & Customs approved ISA plan manager. The company is registered in England and Wales with Company No. 08884918 and registered office at Mappin House, 4 Winsley Street, London, W1W 8HF.

TERMS OF BUSINESS

1. INTRODUCTION

- 1.1 These terms (“Terms”) are in addition to the Platform Terms and Conditions and set out the relationship between us when you open a Personal Pension with us. Please read these Terms carefully alongside the Platform Terms and Conditions.
- 1.2 The Fundment Pension Scheme (“Fundment Pension”) is operated by Fundment Limited, the Operator, which is authorised under the Financial Services and Markets Act 2000 for the establishment, operation and winding up of personal pension schemes. The Operator is also the HMRC approved scheme administrator of the pension scheme.
- 1.3 The Fundment Pension Scheme is a Registered Pension Scheme. It is governed by the Trust Deed, a copy of which is available on request.
- 1.4 The Trustees of the Fundment Pension Scheme is Fundment Trustees Limited, a company incorporated and registered in England with registered office at Mappin House, 4 Winsley Street, London, W1W 8HF. Fundment Trustees Limited is the Trustee of the Fundment Pension Scheme and is a bare trustee with responsibility for holding the assets of your Fundment Pension.
- 1.5 In this agreement, “we” and “us” will be taken to mean any and all of Fundment Limited and Fundment Trustees Limited, as applicable, who provide you with one or more of the Fundment Services either individually or as a group unless otherwise specified in these Terms.

2. SERVICES

- 2.1 Fundment services provided under this agreement shall mean:
- (a) Pension account opening and administration. Submission of an account opening request does not necessarily mean that a Fundment Pension will be opened, and you will be able to use any of the other Fundment Services. We undertake various checks to protect both our customers and us from fraudulent activity, as well as complying with regulatory requirements for Fundment services.
 - (b) Confirmation of transfer payments into/out of the Fundment Pension Scheme
 - (c) Recovery of basic rate tax on contributions
 - (d) Set-up up and maintenance of records
 - (e) Such other services as may from time to time be required to efficiently administer your Fundment Pension and comply with HMRC requirements.

3. ACCOUNT ELIGIBILITY

3.1 To open an account, you must be:

- (a) a UK resident with Relevant UK Earnings;
- (b) a crown employee with earnings from overseas crown employment subject to UK tax;
- (c) a spouse or civil partner of a crown employee with no earnings;
- (d) a parent, grandparent or third-party applicant on behalf of a minor (someone under 18);
- (e) a non-UK resident who wants to transfer other UK pension benefits to the Fundment Pension.
- (f) A parent, grandparent or someone with parental responsibility may apply for Fundment Pension for a child aged under 18 and, if the application is accepted, we will accept instructions from the named contact for the child in relation to the Fundment Pension. If the child dies before the age of 18, we may require their named contact to register another parent or guardian (with our consent) to give instructions in relation the Pension instead. With our consent, we may also accept instructions on behalf of the child in some circumstances from another named contact, such as where the parent or guardian is incapacitated, cannot be contacted, ceases to be the child's legal guardian or have parental responsibility. Once the child reaches 18, we may require them to sign a new agreement which converts the their Fundment Pension to an "Adult Pension".

4. CLIENT MONEY & INVESTMENTS

- 4.1 Investments in your Fundment Pension are held by the Sub-Custodian appointed by Fundment Limited. Our responsibility in the selection, monitoring and appraisal of the Sub-Custodian is summarised in the Fundment Platform Terms and Conditions.
- 4.2 All monies and assets in your Fundment Pension will be held under a trust arrangement in accordance with the Rules.
- 4.3 Cash contributed by you or a third party on your behalf is held in a UK bank account in instant access or term accounts opened in the name of "Fundment Limited" in its capacity as the operator of the Fundment Pension.
- 4.4 Your money will be segregated from our own funds. In the relevant account, your money will be "pooled" with the cash of other customers using the Fundment Services.
- 4.5 Any accrued interest will be calculated daily and paid to your Account quarterly.

5. INVESTMENTS

- 5.1 Any money contributed into your Fundment Pension will be invested in accordance with the relevant Investment Service you or your financial adviser has agreed to,

subject to the requirements of this agreement, the Fundment Platform Terms and Conditions, the Trust Deed and other relevant regulations.

- 5.2 As a member of the Fundment Pension Scheme, only investments permitted by Fundment Limited can be held within your pension. The investments have to meet the Financial Conduct Authority (FCA) standard asset criteria in accordance with IPRU-INV 5.9.1R and must be capable of being accurately and fairly valued on a daily basis and readily realised within 30 days.
- 5.3 Where Fundment Limited becomes aware, or are not satisfied, or an asset has become non-standard, we may instigate immediate disposal without the need for you or your financial adviser's consent.

6. CONTRIBUTIONS

- 6.1 You may set up arrangements to make additional one off or regular contributions into your Fundment Pension from your personal bank account. Contributions can be made by Cheque, Direct Debit or bank transfer.
- 6.2 You may arrange for your employer to make contributions to your Fundment Pension from a business bank account. Directors of their own limited companies are able to make employer contributions to their Account. We will need employer confirmation of the intention to make contributions. Please note that tax relief is not available on employer contributions.
- 6.3 We will process and claim basic rate tax relief from HMRC on eligible contributions made by you. You should notify us if you are not entitled to tax relief on all or part of the contributions. In the event that contributions over the Tax Relief Limit are paid into your Fundment Pension, no tax relief will be available on the excess.
- 6.4 If you have paid pension contributions over the Tax Relief Limit, you can request a refund in respect of the excess on the terms permitted by the Finance Act. Fundment Limited can agree to refund the lower of the excess contribution and the value of your Account. HMRC requires the Scheme Administrator to repay to it the full amount of the basic rate tax relief that has been claimed on the excess contribution. Any refund to you will be subject to the value of your Fundment Pension being sufficient to make the required payment to HMRC.
- 6.5 Where your contributions result in either the Annual Allowance or the Money Purchase Annual Allowance being exceeded, you will need to make Fundment aware of this. If you trigger the MPAA whilst you are a member of the Fundment Pension Scheme, you will have 30 days to make any other schemes you are member of aware.
- 6.6 Where you have exceeded either the Annual Allowance or the Money Purchase Annual Allowance that is applicable to you, there is usually a tax charge. You are responsible for notifying HMRC if the Annual Allowance or, where applicable, the Money Purchase Annual Allowance is exceeded. You should seek financial advice if you are planning to make contributions over the Annual Allowance.

7. TRANSFERS - IN

- 7.1 With the agreement of Fundment Limited, you may transfer benefits from another Registered Pension Scheme to your Fundment Pension.
- 7.2 We will request transfers immediately on your instructions. If funds are received into your Fundment Pension and you then choose to cancel the transfer before the 30 days have expired, we will attempt to return the funds. We cannot guarantee that the transferring scheme will be able to accept the funds back. If this is the case, we will allow you to transfer out to an alternative scheme, free of charge.
- 7.3 You or your adviser are responsible for ensuring that a transfer of benefits is suitable for your requirements. Neither the Operator nor the Trustee provides advice, and acceptance of any transfer into the Fundment Pension Scheme is not an endorsement of its suitability for you of the transfer.
- 7.4 If you became entitled to Pension Income on the death of a member under another Registered Pension Scheme other than through a Lifetime Annuity, you can apply to transfer the entitlement into your Fundment Pension for the purpose of continuation of Pension Income. If we accept the application, you will be treated as a Dependant, Nominee or Successor (as appropriate under the Finance Act).
- 7.5 Before any transfer to the Fundment Scheme is accepted, including any transfer of benefits that have already been designated for the payment of Pension Income using Capped or Flexi-access Drawdown, we may require you or your adviser to provide any information, instructions, declarations, authorisations, confirmations and consents that we consider may be necessary or prudent or may be required by the transferring pension provider or under the Trust Deed.

8. TRANSFERS - OUT

- 8.1 You can transfer all or part of your Fundment Pension to another Registered Pension Scheme if the transfer is not an Unauthorised Payment and the transfer otherwise satisfies any requirements under the Trust Deed.
- 8.2 Transfers out will be made by cash payment, unless the receiving Pension Operator permits an In-Specie transfer to be made.
- 8.3 We will carry out appropriate pension scam checks on any transfer-out request. This may lead to delays in implementing transfers out. Subject to your statutory rights, we may refuse to implement a Transfer where we suspect that a pension scam may be involved.

9. PENSION BENEFITS

- 9.1 Under the pension legislation, benefits can only be taken from your pension after the age of 55. You may be able to access your pension before the age of 55 if you are in serious ill-health as defined in the Finance Act.

- 9.2 You may take a Pension Commencement Lump Sum before buying a Lifetime Annuity or taking Pension Income. Normally, the maximum Pension Commencement Lump Sum will be 25% of the value of the part of your Fundment Pension being used to provide these benefits. A higher or lower amount might be available if you had Tax Protections in respect of benefits earned before 6 April 2006. Tax will not normally be payable on the lump sum. The lump sum will be paid once cash is available in your Fundment Pension.
- 9.3 When you commence taking benefits from your Fundment Pension, the value being used for benefits must usually be tested against the Lifetime Allowance, as set by the Finance Act. A test against the Lifetime Allowance will also be made in other circumstances set by the Finance Act. If the Lifetime Allowance is exceeded, there is a tax charge. We will deduct the tax charge from your Account and pay this to HMRC. You must provide us with the information necessary for the Operator to calculate the tax charge. You are responsible for any further tax charges that may arise as a result of that information being incorrect or failing to be provided.
- 9.4 You may request benefits from your Fundment Pension as Flexi- access Drawdown or by continuing a Capped Drawdown. To meet with the benefits you require, funds will then be disinvested to meet this request.
- 9.5 With Flexi-Access Drawdown, you are entitled to take any level of benefits you require, request an increase or decrease your pension income, or draw only your Pension Commencement Lump Sum. You may request your pension income to be paid monthly, quarterly, semi-annually or annually.
- 9.6 Capped Drawdown imposes a maximum level of pension income you can take each year. Your pension will automatically convert to a Flexi-Access Drawdown if you exceed this level.
- 9.7 On your death, your Fundment Pension can be used to provide pension income and any lump sum death benefits, subject to the Trust Deed.
- 9.8 An individual who wishes to receive benefits from your Fundment Pension on your death may
- (a) use all or part of the Fundment Pension to buy a Lifetime Annuity in their own name, or
 - (b) apply to take Pension Income as Flexi- access Drawdown by establishing their own Fundment Pension.
- 9.9 You should complete an Expression of Wish form to notify us of who you would like to receive death benefits from your Fundment Pension on your death. Your wishes will be taken into account when decisions about death benefits are made pursuant to the Trust Deed, but neither the Trustee nor the Scheme Administrator / Pension Operator will be bound by your wishes. Your expression of wish can be amended at any time through our platform or by notifying your Financial Adviser.
- 9.10 Your beneficiaries will be required to send us either the original or a certified copy of your Death Certificate. It is your responsibility to ensure your beneficiaries or executor of your estate are aware of your investment with us and the details of your

Fundment Pension. Failure by your beneficiaries to claim your death benefits within the prescribed period may result in the forfeiture of those benefits.

- 9.11 The tax treatment of death benefits is set out in the Finance Act. Benefits paid on the death of a member or other Fundment Pension beneficiary before the age of 75 are normally tax-free. Where required by the Finance Act, we will deduct any tax due before the payment of benefits.

10. LIABILITY

- 10.1 Where you carry out an act in respect of your Fundment Pension that is prohibited by law or regulation or which would amount to an unauthorised payment under the Act, then we shall, without your consent, take such actions as may be necessary to correct such act. In this regard, you shall fully indemnify the Trustees and us in respect of all costs, claims, demands and expenses incurred whether from your Member's Fund or, should we wish, your personal assets.
- 10.2 Neither the Trustees nor we shall not have any legal liability to you for any Loss suffered or incurred by you or your Fundment Pension or any reduction in the value of any asset relating to your Fundment Pension as a result of:
- a failure to perform or delay in performing our obligations under these Terms and Conditions if the failure or delay results from an Act of God, war, riot, natural disaster, fire or any other cause beyond our reasonable control;
 - losses as a result of the actions of a Financial Adviser;
 - as a consequence of acquiring or disposing of any asset for your Fundment Pension; or
 - as a consequence of not acquiring or not disposing of any asset for your Fundment Pension; or
 - any unauthorised payment, as defined in the Finance Act or tax charge imposed in respect of the Scheme; or
- 10.3 Neither us nor you will be liable to the other under, or in connection with these terms for any damages or loss of any kind whatsoever caused, whether arising under contract, tort, breach of statutory duty or otherwise, to the extent that such damages or other loss comprise indirect or consequential loss.
- 10.4 Nothing in these terms will exclude or limit a party's liability that we or you may incur to the other in respect of death, personal injury, fraud, under the FCA rules or any other kind of liability that by law cannot be excluded; or in the case of any failure by us to account for assets or cash to the person entitled to them under these Terms, unless any such failure by us is the result of the acts or omissions by you.

11. CANCELLATION

- 11.1 You have a statutory cooling off period of 30 days in which to cancel your application for a Fundment Pension. The same statutory cooling off period will apply

to any subsequent existing pension plan that you decide to transfer into your Fundment.

- 11.2 Cancelling your Fundment Pension within the statutory cooling off period will result in our transferring your pensions back to your previous provider, provided they are willing to accept the pension again. The value of the cash or investments attributable to the Transfer will be returned to the transferring scheme. If the transferring scheme refuses to accept the returned Transfer payment, you will need to select an alternative pension scheme to which the payment can be made.
- 11.3 You will also receive a cancellation notice on the first occasion that you start to take benefits from your Fundment Pension. If you decide that you do not wish to proceed with the benefits, you must inform us in writing within 30 days from the date you receive the cancellation form. You must also return any lump sum and/or income received by you within the 30-day period for the cancellation to be effective.

12. FINANCIAL SERVICES COMPENSATION SCHEME

- 12.1 The Scheme Operator is covered by the Financial Services Compensation Scheme (the "FSCS"). The FSCS can pay compensation if we cannot meet an obligation owed to an Eligible Claimant. If a provider of an underlying investment or bank account is unable to meet its obligations to the Pension Operator, then you or the Pension Operator on your behalf may be eligible to make a claim for compensation under the FSCS. The maximum amount that can be claimed will depend on the investment type.

FSCS contact details are below:

10th Floor, Beaufort House, 15 St. Botolph Street London EC3A 7QU

www.fscs.org.uk or by calling 020 7741 4100

13. COMPLAINTS

- 13.1 You should contact us promptly if you are dissatisfied with any aspect of the Fundment Services.

Telephone: 020 3 637 9210

Email: complaints@fundment.com

Post: Fundment Limited, Mappin House, 4 Winsley Street, London, W1W 8HF

- 13.2 We will aim to acknowledge your complaint promptly, investigate the matter and report the results to you.
- 13.3 If you are dissatisfied with our response to your complaint, you might have the right to refer it to the Pensions Ombudsman Service or the Financial Ombudsman Service. Making a complaint, unless made to the Pensions Ombudsman Service, does not

hinder your right to take legal proceedings. The Pensions Advisory Service also exists to provide guidance and help about pensions.

Pensions Ombudsman Service 10 South Colonnade
Canary Wharf E14 4PU
Tel: 0800 917 448

Financial Ombudsman Service Exchange Tower
Harbour Exchange Square London E14 9SR

Tel: 0800 023 4567

The Pensions Advisory Service 11 Belgrave Road
London SW1V 1RB
Tel: 0300 123 1047

14. VARIATION

- 14.1 We may make changes to these Terms and Conditions for any of the following reasons:
- 14.1.1 to respond to changes in law or regulation or to decisions of the Financial Ombudsman Service or the Pensions Ombudsman or the Financial Services Compensation Scheme;
 - 14.1.2 to meet our legal or regulatory requirements;
 - 14.1.3 to provide for the introduction of new or improved technology, application system, services or other facilities;
 - 14.1.4 to update our fees and charges
 - 14.1.5 to meet any relevant business or regulatory induced changes
- 14.2 We will notify you of any changes in advance or as soon as possible where advance notice is not possible.

15. TERMINATION

- 15.1 We may terminate this Agreement at any time by giving you 30 days' notice. The cancellation notice will be distributed through your adviser by email, subject to the settlement of all outstanding transactions.
- 15.2 You may terminate this Agreement through your adviser at any time provided you give us 30 days' notice. Your adviser must be notified first before Fundment is notified.
- 15.3 Termination of these Terms shall be without prejudice to the completion of transactions already initiated under these Terms. Such transactions will be completed by us as soon as practicable, provided that you pay us all outstanding amounts owing to us under these Terms.

- 15.4 In the event that this Agreement is terminated, we will execute all outstanding transactions as soon as reasonably possible. Where you terminate this Agreement under **clause 15.2.2**, you acknowledge that the value of the investments held in your Account at the time the request to terminate your Account is received may not represent the final encashment value of the investments held within your Account.
- 15.5 This Agreement will terminate immediately in the event that Fundment becomes insolvent as such term is defined in accordance with the Insolvency Act 1986.

Fundment Pension Glossary	
Annual Allowance	<p>Means the maximum amount of pension savings under UK tax approved scheme you can accrue each year without incurring a tax charge. If you have accessed your pension savings, you may be subject to a lower annual allowance as a result</p> <p>Increases in benefits under final salary pension schemes are also taken into account in the calculation – you should speak to your financial adviser if you think this may affect you.</p> <p>The Annual Allowance for the tax year 2018/19 is £40,000. However, if you have threshold income of more than £110,000 and adjusted income of more than £150,000, your Annual Allowance may be reduced on a tapered basis – again, speak to your financial adviser if you think this affects you. See also Tapered Annual Allowance below.</p> <p>It may be possible to pay more than the Annual Allowance in a particular tax year without incurring a tax charge if certain conditions are met – see ‘Carry Forward’ below.</p> <p>If you have accessed your pension savings, you may be subject to a lower Annual Allowance as a result – see Money Purchase Annual Allowance.</p>
Beneficiary	means any of an individual's <i>dependants, nominees or successors</i> .
Basic Amount	The maximum amount of pension contribution you are allowed to receive tax relief on, if you don't have any Relevant UK Earnings. For the tax year 2018/19 this is £3,600 gross. This figure may be amended in future by Treasury Order.
Capped Drawdown	<p>A form of Pension Income. Capped Drawdown limits how much you can take out each year and the amounts are set by the Government Actuaries Department (GAD). Your income will be checked against the GAD rates at least every 3 years, up to age 75, and annually thereafter.</p> <p>Capped Drawdown is no longer available for new drawdown entrants, although anyone who was already in Capped Drawdown before 6 April 2015 can continue so long as all the applicable legal conditions continue to be met.</p>
Carry Forward	This allows you to increase your pension contributions above the current Annual Allowance by utilising any unused Annual Allowance from the previous three tax years. You can only carry forward unused Annual Allowance from a tax year in which you were a member of a Registered Pension Scheme and provided applicable legal and HMRC requirements are met. It can be impacted where the Tapered Annual Allowance applies.
Crystallisation	The point at which accrued pension savings are converted to a lump sum or Pension Income and at which time a test against the Lifetime Allowance is carried out. You can normally start taking benefits at any time after age 55 irrespective of whether or not you remain in employment.
Defined Benefits Arrangement	Means an arrangement described in section 152(6) of Finance Act 2004.
Dependant	Your spouse or civil partner, any child of yours under age 23, anyone who is dependent on you due to physical or mental impairment and anyone (except a child over 23) who is financially dependent on you or with whom you are financially mutually dependant, in all cases as defined under the Finance Act.
Enhanced Protection	A form of Tax Protection that protects your pension savings against the Lifetime Allowance (LTA), only available if you were a member of a

	Registered Pension Scheme on 6 April 2006 and had registered for Enhanced Protection before 6 April 2009. If you have this type of protection, your total pension benefits will not be subject to the Lifetime Allowance. It can also specify protection for the Pension Commencement Lump Sum. Where lump sum protection is not specified, a member's lump sum entitlement will be restricted to 25% of the standard LTA. If you have Enhanced Protection, it can be invalidated in a number of circumstances e.g. if you accrue any further pension benefits after 6th April 2006.
Expression of Wish	A non-legally binding notification by you detailing how you wish your death benefits to be paid.
FCA	The United Kingdom Financial Conduct Authority and any successor body performing its functions.
FCA Rules	The FCA Handbook of Rules and Guidance as amended, supplemented or replaced from time to time.
Fee Instructions	Schedule of fees and charges for the Investment Service as amended from time to time and, if applicable, any additional fee information we have provided to you or your Financial Adviser.
Finance Act	The Finance Act 2004.
Financial Adviser	Any financial adviser firm appointed by you to act on your behalf, such financial adviser firm being regulated by the FCA or an appointed representative or being regulated by an equivalent overseas regulator.
Flexi-access Drawdown (FAD)	<p>This is a form of Pension Income which was introduced with effect from 6 April 2015. You are allowed to withdraw Pension Income from your Fundment Pension with no upper annual limit, subject to applicable tax.</p> <p>Drawing Pension Income using Flexi-access Drawdown will currently make you subject to the Money Purchase Annual Allowance.</p>
Flexible Drawdown	<p>This is a form of LTA Tax Protection outlined by HMRC and was introduced on 6 April 2014. It is designed to protect individuals that have built up pension pots over £1.25 million as at 6 April 2014 for up to £1.5 million or the value of the fund at 6 April 2014, if lower.</p> <p>It is possible to hold Individual Protection 2014 with Fixed Protection 2012 or 2014 – but not Primary Protection. Contributions may be made without losing this protection.</p>
Individual Protection 2016	This is a form of LTA Tax Protection and applies from 6 April 2016 and is designed to protect individuals who had built up pension pots over £1 million on 5 April 2016. Contributions can continue after 6 April 2016 for protection up to £1.25 million or the fund value at 6 April 2016, if lower. However, you will not be able to apply for this if you have Primary Protection or Individual Protection 2014.
In Specie	A phrase often used in relation to transfers of assets between Registered Pension Schemes. It means “in its actual form” so, rather than converting the assets into cash before transferring, the assets themselves are transferred without being liquidated. Examples of assets that might be transferred In Specie are OEICs, unit trusts, stocks and shares.
Investment Service	It means the Fundment investment service applicable to your Fundment Pension.

Lifetime Allowance (LTA)	<p>This is a limit imposed by HMRC on the total value of an individual's Registered Pension Schemes. Exceeding this limit will normally result in tax charges.</p> <p>The LTA is set at £1,030,000 for the tax year 2018/19 and will rise each year in line with increases in the Consumer Prices Index.</p>
Lifetime Annuity	<p>An annuity contract which provides an income for life within the meaning of the Finance Act, in return for you paying over some or all of your Fundment Pension to an insurance company. When buying a Lifetime Annuity, you have the option to include annual increases and/or a continuing Pension Income for your spouse/ civil partner when you die, although including these will reduce the initial level of Pension Income payable. Specialist annuities may also be available from some providers if you meet the relevant criteria e.g. annuities that provide a higher Pension Income if you are in poor health.</p>
Loss	<p>Any direct or indirect, consequential or special loss including any fees, costs, charges, claims, awards, fines, determinations, expenses, taxes, tax charges, tax surcharges, Unauthorised Payments, penalties, interest, levies, liabilities or demands of any kind whatsoever.</p>
Member	<p>Means you, an individual whose application for a Fundment Pension is accepted by Fundment and has been admitted as a member of the Scheme under the Rules and who has not subsequently left the Scheme.</p>
Money Purchase Annual Allowance (MPAA)	<p>This was introduced from 6 April 2015 and is a reduced limit on the total contributions that can be made to your pension if you have previously accessed benefits flexibly. It was originally set at £10,000 per annum, but reduced to £4,000 per annum from 6 April 2017. It applies when:</p> <ul style="list-style-type: none"> • income is taken from Flexi-access Drawdown, or • an Uncrystallised Funds Pension Lump Sum (UFPLS) is received. <p>It does not apply where only a PCLS is taken from Flexi-access Drawdown.</p>
Nominee	<p>Means someone nominated by you (or if you do not nominate someone, someone nominated by the Scheme Administrator), other than a Dependant, to receive benefits on your death from your Fundment Pension within the meaning of the Finance Act.</p>
Normal Minimum Pension Age	<p>Means the earliest date that the Finance Act allows benefits to be taken under the Fundment Pension (other than in circumstances of qualifying ill health under the Finance Act) which, since 6 April 2010, is age 55.</p>
Operator	<p>The operator of the Fundment Pension Scheme is Fundment Limited which is regulated by the FCA and responsible to the members of the for managing and administering the assets and income of, and the benefits payable under, Fundment Pension Scheme in accordance with applicable laws and the Trust Deed.</p>
Pension Commencement Lump Sum (PCLS)	<p>PCLS is the tax-free lump sum that can be paid to a member when their benefits are Crystallised. Where Tax Protection does not apply, typically this will be 25% of your Fundment Pension. In some cases, LTA Tax Protection may allow more or less than 25% of your Fundment Pension to be paid as a PCLS. Also known as "tax-free cash".</p>
Pension Income	<p>The income received from your pension savings either by taking regular amounts from your Fundment Pension through Capped or Flexi-access Drawdown, or by buying a Lifetime Annuity.</p>
Personal Pension	<p>Personal pensions are pensions that you arrange yourself. They're sometimes known as defined contribution or 'money purchase' pensions. You'll usually get a pension that's based on how much was paid in.</p> <p>Some employers offer personal pensions as workplace pensions.</p>

Primary Protection	<p>A form of Tax Protection applied to pension benefits at April 2006 which were equal to or over £1,500,000. This replaces the standard LTA with a higher personal LTA which increases each year in line with the standard LTA.</p> <p>There is currently no option to revoke Primary Protection and therefore if this applies, you cannot apply for Fixed Protection, or any of the forms of Individual Protection. However, it is currently possible for you to hold both Enhanced and Primary Protection.</p>
QROPS	<p>Stands for "qualifying registered overseas pension scheme" within the meaning of the Finance Act and is a type of overseas pension scheme that you may be able to make a Transfer to.</p>
Registered Pension Scheme	<p>A pension scheme is a Registered Pension Scheme at any time when, either through having applied for registration and been registered by HMRC, or through acquiring registered status by virtue of being an approved pension scheme on 5 April 2006, it is registered under Chapter 2 of Part 4 of the Finance Act.</p>
Relevant UK Earnings	<p>Currently means any of the following:</p> <ol style="list-style-type: none"> 1. (1) Employment income such as salary, wages, bonus, overtime and commission providing this income is taxable in the UK. 2. (2) Income derived from the carrying on or exercise of a trade, profession or vocation (whether individually or as a partner acting personally in a partnership). 3. (3) Income arising from patent rights and treated as earned income. 4. (4) Income which is derived from the carrying on of a UK furnished holiday lettings business. <p>The legal definitions of 1 to 4 above can currently be found in:</p> <ol style="list-style-type: none"> 1. (1) Section 7(2) Income Tax (Earnings & Pensions) Act 2003. Formerly Schedule E earnings. 2. (2) Part 2 Income Tax (Trading & Other Income) Act 2005. Formerly Schedule D earnings. 3. (3) Section 579 of Income Tax (Trading & Other Income) Act 2005. 4. (4) Part 3 Income Tax (Trading & Other Income) Act 2005. <p>Where any of the above are not taxable in the UK it will not count as Relevant UK Earnings.</p>
Relevant UK Individual	<p>An individual is a Relevant UK Individual for a tax year if:</p> <ul style="list-style-type: none"> • the individual has Relevant UK Earnings chargeable to income tax for that year • the individual is resident in the UK at some time during that year • the individual was resident in the UK both at some time during the five years immediately before that year and when the individual became a member of the pension scheme, or • the individual, or the individual's spouse, has for the tax year general earnings from overseas Crown employment subject to UK tax.
Scheme Administrator	<p>The Scheme Administrator of the Fundment Trustees Limited. The Scheme Administrator is the person responsible to HMRC for compliance with applicable tax requirements for Registered Pension Schemes.</p>

Tapered Annual Allowance	This reduces the Annual Allowance, on a sliding scale, for those with 'adjusted income' over £150,000 and with 'threshold income' of more than £110,000. Currently for every £2 of 'adjusted income' over £150,000 the Annual Allowance will be reduced by £1 down to a minimum level of £10,000. The maximum reduction in the Annual Allowance is currently £30,000 therefore anyone with an income of £210,000 or more will have an annual allowance of £10,000. The figures above relate to the 2019/20 tax year.
Tax Protections	Means any form of protection that you have registered with HMRC to protect some or all of the value of your pension benefits against tax charges brought about by changes in legislation, specifically in relation to the LTA. There are several forms of Tax Protection currently available, including Enhanced Protection, Primary Protection, Fixed Protection and Individual Protection.
Tax Relief Limit	Means the highest amount of 100% of your Relevant UK Earnings (within the meaning of section 189 of Finance Act) or the basic amount of £3,600.
Transfer	The cash equivalent value of pension benefits from a previous pension scheme transferred to the Fundment Pension either in cash or In Specie assets, or the value or amount available to transfer to another Registered Pension Scheme or QROPS from your Fundment Pension.
Trust Deed	Means the governing trust deed and rules of the Fundment Pension as amended from time to time. This is the formal legal document that sets out how the Fundment Pension and your Fundment Pension must be operated.
Unauthorised Payment	Means an unauthorised payment as defined in Section 160(5) of the Finance Act which attracts tax charges.
Uncrystallised Funds Pension Lump Sum (UFPLS)	<p>This allows you to draw your PCLS and the remaining Crystallised fund at the same time. You can select an amount to be paid as a lump sum of which 25% will currently be tax-free and the remainder taxable at your marginal rate of income tax.</p> <p>Subject to applicable law and HMRC requirements you can use this feature as often as you like until your Fundment Pension is exhausted. Using this feature will make you subject to the Money Purchase Annual Allowance.</p>

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