

ADDITIONAL TERMS FOR CUSTOMERS WITH A NUTMEG PERSONAL PENSION

This section contains additional pension terms and conditions (“the Additional Pension Terms”) applicable to your membership of the Nutmeg personal pension (your “plan”). These *Additional Pension Terms* apply to you if you have applied to become a *member* of a Nutmeg Personal Pension.

All defined terms in these *Additional Pension Terms* relate to the *Additional Pension Terms* only and should not be taken as defined terms in the full scope of this Agreement.

Unless otherwise specified, if you are required under these *Additional Pension Terms* to give us any instructions in writing you should contact us by Nutmail.

P1. LEGAL AGREEMENT

P1.1

We have entered into an agreement for Embark Services Limited (“ESL”) to operate the Nutmeg Personal Pension on behalf of our clients. ESL is a company registered in England, company number 2089815, and is authorised and regulated by the Financial Conduct Authority (“FCA”).

P1.2

The agreement for your *plan* is between you and ESL, and will consist of these *Additional Pension Terms* and the declarations contained in the on-line application.

P1.3

The agreement for your *plan* will commence on the date that ESL accepts your application for membership of the Nutmeg Personal Pension.

P2. THE SCHEME

P2.1

The Nutmeg Personal Pension (“the Scheme”) is a *registered pension scheme*. It is governed by the Trust Deed and Rules, a copy of which is available on our website. ESL is the administrator of the *Scheme*.

P2.2

The *trustee* of the *Scheme* is Embark Trustees Limited (“the trustee”). The *trustee* is the owner of the sums and assets held under the *Scheme* for the benefit of scheme members. The *trustee* performs its obligations under the *Rules* according to the instructions of ESL.

P2.3

If ESL accepts your application for membership of the *Scheme* it will open an individual *plan* in your name under the *Scheme*. In order to join the *Scheme* you must be resident in the UK for tax purposes, aged 18 years or over and aged under 75 years.

P3. INVESTMENT STRATEGY

P3.1

Your *plan* will be invested on a discretionary basis in accordance with your Objectives, set out by you in your *Account*, subject always to the requirements of:

- the agreement between us and ESL for the operation of the *Scheme*; and
- the Trust Deed and Rules.

P3.2

ESL will direct the *trustee* to open an *Account* with us to manage the investments in your *plan*. By agreeing to these *Additional Pension Terms* you authorise ESL to give this instruction on your behalf.

P3.3

The investments and money in your *plan* are held on the *trustee's* behalf using the custodian arrangements as described in this Agreement.

P4. CONTRIBUTIONS

P4.1

Contributions described in this section can be made to your *plan*, but not if your *plan* has been used to commence *drawdown pension*. Contributions cannot be paid to a *beneficiary's plan*.

P4.2

Contributions can be made to your *plan* by you and your employer.

P4.3

Regular contributions must be paid by direct debit only on a monthly basis. Single contributions must be paid by direct debit.

P4.4

ESL reserves the right to refuse contributions paid by any other method including, but not restricted to, cheque payments.

P4.5

Fees and expenses continue to be incurred in respect of your *plan* whether or not you are contributing.

P4.6

All contributions must be paid in cash and in sterling.

Tax relief

P4.7

ESL claims basic rate tax relief from *HMRC* on the contributions made by you. ESL will apply basic rate tax relief to eligible contributions at the point the contribution is made unless this service (“Pre-funding”) is terminated under section P4.10.

P4.8

You must tell ESL 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 *plan*, no tax relief will be available on the excess.

P4.9

In the event you exceed the *annual allowance* under the *Finance Act*, there is usually a tax charge on you. The *annual allowance* is the maximum amount of pension savings under UK tax-approved schemes you can accrue each year without incurring the tax charge. You are responsible for notifying the local Inspector of Taxes if the *annual allowance* is exceeded. The *annual allowance* is separate from the limits on tax relief which can be claimed on contributions. You should seek financial advice if you are planning to make contributions over the *annual allowance*.

P4.10

Without prejudice to section P18, ESL can terminate or suspend the Pre-funding service at any time. If ESL chooses to terminate or suspend the Pre-funding service basic rate tax relief will be applied to all eligible contributions at the point the tax relief is received from *HMRC*, which is typically within four to eight weeks of the date a contribution is paid.

Refund of excess contributions

P4.11

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*. ESL can agree to refund the lower of the excess contribution and the value of your *plan*. *HMRC* require ESL 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 *plan* being sufficient to make the required payment to *HMRC*.

P4.12

Any request for a refund you make under section P4.11 must be made to us in writing. The *Finance Act* may prescribe a time limit for making your request.

P4.13

Any investment loss or growth in respect of refunded contributions is deemed to have occurred outside the *Scheme*.

P4.14

Any contributions are paid which result in the *annual allowance* being exceeded, you cannot avoid the *annual allowance* charge simply by obtaining a refund of contributions from ESL.

P5. TRANSFERS IN

P5.1

With the agreement of ESL, you can transfer benefits from another *registered pension scheme* to your *plan*. You will not be able to transfer any *defined benefits arrangements* to your *plan*.

P5.2

Subject to section P8.4, if you became entitled to *drawdown pension* on the death of a *member* under another *registered pension scheme* you can apply to transfer the entitlement into your *plan* for the purpose of continuation of *drawdown pension*. If ESL accepts the application you will be treated as a *beneficiary*.

P5.3

You are responsible for ensuring that a transfer of benefits is in your best interests. Neither ESL nor the *trustee* provides advice and ESL's acceptance of any transfer is in no way an endorsement of the suitability for you of the transfer.

P5.4

Transfers-in must be made by cash payment by direct credit and in sterling.

Transfer Declaration

P5.5

When making a transfer to the Nutmeg Personal Pension, you are required to make the following declarations to the provider of the transferring scheme ("the current provider") and, where the context requires, to ESL:

- I authorise and instruct you to transfer funds from the plan(s) as listed in my online application directly to ESL. Where you have asked me to give you any original policy document(s) in return for the transfer of funds and I am unable to do so, I promise that I will be responsible for any losses and/or expenses which are the result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information deliberately or carelessly given by me, or on my behalf, either in this form or with respect to benefits from the plan.
- I authorise you to release all necessary information to ESL to enable the transfer of funds to ESL.
- I authorise you to obtain from and release to any financial intermediary named in this application any additional information that may be required to enable the transfer of funds.
- If an employer is paying contributions to any of the plans as listed in my online application, I authorise you release to that employer any relevant information in connection with the transfer of funds from the relevant plan(s).
- Until this application is accepted and complete, ESL's responsibility is limited to the return of the total payment(s) to the current provider(s).
- Where the payment(s) made to ESL represent(s) all of the funds under the plan(s) listed in my online application, then payment made as requested will mean that I shall no longer be entitled to receive pension or other benefits from the plan(s) listed.

- Where the payment(s) made to ESL represent(s) part of the funds under the plan(s) listed in my online application, then payment made as instructed will mean that I shall no longer be entitled to receive pension or other benefits from that part of the plan(s) represented by the payment(s).
- I promise to accept responsibility in respect of any claims, losses and expenses that ESL and the current provider(s) 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.

P5.6

When making a transfer of benefits that have already been designated for the payment of a *drawdown pension* to the Nutmeg Personal Pension, you are required to make the following declarations to the provider of the transferring scheme (“the current provider”) and, where the context requires, to ESL:

- I authorise and instruct you to transfer funds from the plan(s) as listed in my online application directly to ESL. Where you have asked me to give you any original policy document(s) in return for the transfer of funds and I am unable to do so, I promise that I will be responsible for any losses and/or expenses which are the result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information deliberately or carelessly given by me, or on my behalf, either in this form or with respect to benefits from the plan.
- I authorise you to release all necessary information to ESL to enable the transfer of funds to ESL.
- I authorise you to obtain from and release to any financial intermediary named in this application any additional information that may be required to enable the transfer of funds.
- If an employer is paying contributions to any of the plans as listed in my online application, I authorise you release to that employer any relevant information in connection with the transfer of funds from the relevant plan(s).
- Until this application is accepted and complete, ESL’s responsibility is limited to the return of the total payment(s) to the current provider(s).
- Where the payment(s) made to ESL represent(s) all of the funds under the plan(s) listed in my online application, then payment made as requested will mean that I shall no longer be entitled to receive pension or other benefits from the plan(s) listed.
- Where the payment(s) made to ESL represent(s) part of the funds under the plan(s) listed in my online application, then payment made as instructed will mean that I shall no longer be entitled to receive pension or other benefits from that part of the plan(s) represented by the payment(s).
- I promise to accept responsibility in respect of any claims, losses and expenses that ESL and the current provider(s) 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

P6. TRANSFERS OUT

P6.1

You can transfer all or part of your *plan* to another *registered pension scheme* or qualifying recognised overseas pension scheme if the transfer is not an *unauthorised payment*. A partial transfer of a *plan* allocated for *drawdown pension* is not permitted. The transfer is made as soon as reasonably practicable.

P6.2

Transfers out are made by cash payment.

P7. TAKING BENEFITS

P7.1

You can take benefits from the *normal minimum pension age* under the *Finance Act* in either or both of the following ways by instructing us in writing:

- buy a *lifetime annuity* from an annuity provider in your name with the balance of all or part of a *pension fund* (after any pension commencement lump sum as described in section P7.2 below);
- take *drawdown pension* with the balance of all or part of a *pension fund* (after any pension commencement lump sum as described in section P7.2 below) – see section P8.

P7.2

Each option can be taken with or without a pension commencement lump sum. Normally, the maximum lump sum will be 25% of the value of the part of your *plan* being used to provide these benefits. A higher or lower amount might be available if you had transitional rights in respect of benefits earned before 6 April 2006 under schedule 36 of the *Finance Act* and you meet the conditions under it. Tax will not normally be payable on the lump sum. The lump sum will be paid once cash is available in your *designated account*.

P7.3

When you commence taking benefits from your *plan*, the value of the part of your *plan* being used for benefits must 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. ESL will deduct the tax charge from your *plan*. You must provide us with the information necessary for ESL 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.

P7.4

You may be able to take benefits before the *normal minimum pension age*:

- if ESL is satisfied that you are in ill health, as defined in the *Finance Act*;

- if you had transitional rights at 6 April 2006 to a protected pension age under Schedule 36 of the *Finance Act* and you satisfy the conditions; or
- as a serious ill health lump sum, if you satisfy the conditions in the *Finance Act* for a serious ill health lump sum. The tax treatment of a serious ill health lump sum is set by the *Finance Act*.

P7.5

You are responsible for ensuring that there is enough cleared money in the *designated account* available in good time to pay any benefits you have chosen to take. If there is not enough cleared money in the *designated account* to pay the benefits ESL will instruct the sale of assets within your *plan* under the procedure described in section P12. Depending on how you have chosen to invest your *plan* there may be an unavoidable delay in selling the assets, which could delay the benefit payment.

P8. DRAWDOWN PENSION

P8.1

You can draw income from your *plan* by allocating your *plan* to provide *flexi-access drawdown pension*, if you are entitled to take benefits under section P7 and ESL accepts your application for *drawdown pension*.

P8.2

With *flexi-access drawdown pension*, you can take any level of income you choose, and you can choose not to take any income at all after having taken your pension commencement lump sum. You can increase or reduce the amount of income being drawn or ask for an extra one-off *flexi-access drawdown pension* payment. You can choose for it to be paid on a monthly, quarterly, semi-annual or annual basis.

P8.3

If you wish to change the amount of *flexi-access drawdown pension* being drawn from your *plan* you should instruct us in writing.

P8.4

With the agreement of ESL you can transfer in benefits previously allocated to pay a *capped drawdown pension* under another *registered pension scheme*, but at the point of the transfer you must agree to convert the *capped drawdown pension* to a *flexi-access drawdown pension*. Without your agreement under this section P8.4, ESL will not accept the transfer.

P9. BENEFITS FOLLOWING MEMBER'S DEATH

P9.1

On your death ESL will use your remaining *pension fund* in either or both of the following ways as ESL in its absolute discretion determines:

- to provide pension income in accordance with section P9.3 for any one or more *beneficiaries* and, if more than one, in such proportions as it decides; and
- to pay one or more lump sum death benefits in accordance with section P9.4.

P9.2

ESL will write to your personal representatives or potential beneficiaries (as applicable) with details of the ways in which benefits can be provided.

P9.3

A *beneficiary* who becomes entitled to a pension under section P9.1 must (i) use all or part of the *pension fund* to buy a *lifetime annuity* in the *beneficiary's* name or (ii) apply to take income as *drawdown pension* (see section P8) from the *pension fund*. Any application for *drawdown pension* must be made using ESL's prescribed application form, which includes the *beneficiary's* acceptance of these *Additional Pension Terms*. ESL can decline an application if it would, in its opinion, limit or restrict in any way its ability to administer the *Scheme*.

P9.4

If ESL decides to pay one or more lump sum benefits and ESL is satisfied that at the time of your death your benefits are subject to a valid trust, ESL will apply the *pension fund* allocated for lump sum benefit(s) to the trustees of that trust. A "valid trust" is one which is separate from the *Scheme* and under which no beneficial interest in a benefit can be payable to you, your estate or your legal personal representatives. If there is no such trust, the *pension fund* ESL has decided to apply as lump sum benefit(s) is paid to one or more recipients as ESL decides (from the range of possible "lump sum beneficiaries", as defined in the *Rules*) and in such proportions as ESL decides.

P9.5

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

P9.6

You should complete the "expression of wish" information to inform ESL of your wishes for who should receive death benefits and the form of those benefits (lump sum or pension) for when ESL is exercising its discretion. ESL takes your wishes into account but it is not bound by them.

P9.7

You can state or amend your wishes at any time. You can state or amend your wishes by notifying us in writing.

P10. BENEFITS FOLLOWING BENEFICIARY'S DEATH

P10.1

If a *beneficiary* dies while taking income through *drawdown pension*, ESL will use the *beneficiary's* remaining *pension fund* in either or both of the following ways as ESL in its absolute discretion determines:

- to provide pension income in accordance with section P9.3 for any one or more *beneficiaries* and, if more than one, in such proportions as it decides; and
- to pay one or more lump sum death benefits in accordance with section P9.4 for any one of more *beneficiaries* and, if more than one, in such proportions as it decides.

P11. DESIGNATED ACCOUNT

P11.1

ESL will open a bank account for your *plan* (“the designated account”). The bank account selected by ESL is opened as a trust account in the name of the *trustee*, and is used to pass monies to and from your *Account* which is set up in accordance with section P3 of these *Additional Pension Terms*. Once the monies have been received in the *Account*, they will be transferred for investment purposes to your account with our Sub-Custodian as defined in Appendix D: Custody and Client Money of the Nutmeg Terms and Conditions.

P11.2

For audit purposes all contributions, transfers and benefit payments will be recorded in the “general ledger” for ESL’s operating system as having been credited to or debited from your *designated account*.

P11.3

ESL gives instructions to the *trustee* in relation to the operation of the *designated account* and the *trustee* is the only authorised signatory.

P11.4

The *designated account* earns interest at a tiered rate depending on the balance of the account. Any cash held in the *designated account* will be automatically transferred to your *Account* with us and invested in accordance with section P3 or, if intended for the payment of benefits under sections P7, P9 or P10, transferred to the intended recipient no later than the end of the next business day following the day that the cash becomes held in the *designated account*. Any interest earned will be paid annually to a registered charity selected by ESL and will not be paid to you. If the interest earned by the *designated account* is less than the interest paid by the bank to ESL across all the accounts ESL has with them, ESL keeps the difference.

P11.5

ESL does not hold client money. Money which is held in the *designated account* falls outside the scope of protection provided by the Client Money Rules as set out in the Financial Conduct Authority's Client Assets Sourcebook.

P11.6

The *designated account* must not go overdrawn.

P11.7

ESL operates central clearing client account(s) through which cash amounts pass before or after being allocated to your *designated account*, as follows:

- any amounts to be invested are transferred from the *designated account* to the central clearing client account up to 5 business days prior to ESL processing your instruction;
- the amount of any expenses and costs being paid from your *plan* is transferred from the *designated account* to the central clearing client account up to 5 business days prior to paying the recipient;
- the gross amount of any pension income payments is debited from the *designated account* up to 5 business days prior to the payment date and transferred to the central clearing client account;
- any tax deducted under PAYE from pension income paid to you from the *designated account* is credited to the central clearing client account pending payment to HMRC.

P11.8

The central clearing client account(s) are non-interest bearing accounts.

P12. INSUFFICIENT FUNDS

P12.1

If there is not enough cleared money to make any payment due under these *Additional Pension Terms* ESL instructs us on behalf of the *trustee* to make a disinvestment from the Nutmeg account held within your *plan*.

P12.2

Neither the *trustee* nor ESL is responsible for determining which assets should be sold under this section P12 in order to provide sufficient cleared money.

P12.3

ESL will instruct us to commence the disinvestment process 11 business days before payment is due.

P12.4

In some circumstances, it is necessary to sell an asset at whatever price is available at the time. This can result in selling assets when the relevant market is depressed. Selling any investment is governed by the terms and conditions of that investment.

P13. RESPONSIBILITY AND LIABILITY

P13.1

ESL and the *trustee* are not responsible for selecting or monitoring performance of investments, or for assessing suitability of investments for you or providing financial or other advice.

P13.2

You are responsible to us for the fees and charges set out in Appendix E: Fees and Charges Schedule to these Terms and Conditions. Without prejudice to section P13.3, for the duration of the agreement

described in section P1.1 (between us and ESL for the operation of the *Scheme*) neither ESL nor the *trustee* will charge you any additional fee for the administration of your *plan*.

P13.3

With the exception of the fees and charges described in section P13.2, you are responsible to ESL and the *trustee* for all reasonable fees, costs, claims, expenses, tax charges, levies, liabilities, demands and losses that they suffer or incur in respect of any person who is not part of the *Embark group of companies* and that is beyond their reasonable control:

- in performing their duties under your *plan*;
- in carrying out their lawful duties and responsibilities in relation to you;
- in acting on requests or instructions made by you (including in connection with the appointment of any investment firm or service provider) if the requests or instructions are in compliance with law and your *plan*; or
- if you carry out or arrange an action in respect of your *plan* that is unlawful or contrary to the *Scheme* or that results in a liability or cost to you, your *plan* or the *Scheme*.

except in all cases as a direct result of ESL's or the *trustee's* wilful neglect, wilful default or fraud. This section P13.3 continues in force after your *pension fund(s)* have been extinguished or the *Scheme* has been wound up.

P13.4

Neither ESL nor the *trustee* are responsible for any loss (including loss of profit) in relation to, or reduction in value of any investment:

- acquired at your request unless such loss or reduction results from fraud, wilful misconduct, negligence or breach of regulatory duty on the part of ESL or the *trustee*, or the fraud, wilful misconduct, negligence or breach of regulatory duty of any of their employees or agents;
- not acquired or not disposed of in accordance with ESL's or the *trustee's* rights under these *Additional Pension Terms*;
- disposed of in accordance with these *Additional Pension Terms* unless such loss or reduction results from fraud, wilful misconduct, negligence or breach of regulatory duty on the part of ESL or the *trustee*, or the fraud, wilful misconduct, negligence or breach of regulatory duty of any of their employees or agents;
- which results from any action or omission of any nature whatsoever by any investment firm or by any nominee, banker, custodian or other person providing services to any investment firm or to ESL or the *trustee*; or
- which may arise as a consequence of selling an investment under section P6.

P13.5

Other than as a direct result of wilful neglect, wilful default or fraud by ESL or the *trustee*, neither ESL nor the *trustee* accept any liability or obligation for any or all losses, costs, actions, proceedings, claims and demands arising directly or indirectly that are incurred by, or brought or made against ESL or the *trustee*:

- if ESL or the *trustee* acted in good faith in accordance with any instruction (relating to benefit options, benefit nominations and investment directions) that reasonably appears to ESL to have been given by you;
- as a result of having acted in good faith on the instruction of a legally authorised party acting on your behalf;
- as a result of any default or error by you or by your agents or investment firms or your representatives;
- as a result of any instruction or investment direction sent by you, or your representatives or agents, or any other third parties who may hold or manage or advise on investments not being received by us;
- as a result of any investment disposed of or not acquired or not disposed of in accordance with ESL's rights under your *plan*;
- for the defaults or errors of or any losses whatsoever caused by any third parties, investment firms, providers of execution only dealing facilities, third parties who may manage investments, nominees, custodians, banks or institutions which hold any assets including cash (or are a counterparty to any investment) including, but not limited to, insurance company unit-linked funds, stocks and shares, unit trusts, open-ended investment companies (OEICs) and investment trust companies; and
- for the default or error of or any losses whatsoever caused by any professional adviser or manager appointed by some or all of you, ESL and the *trustee*; and
- for any failure or delay in implementing any instruction or investment direction or in performing some or all of ESL's or the *trustee's* obligations in respect of the *Scheme* or your *plan* which is caused by circumstances beyond ESL's reasonable control, including but not limited to any one or more of: act of God, earthquake, storm, flood, lightning, fire, explosion or similar natural events; power failure; failure or disruption of a computer system or other equipment, including electronic mail systems and telecommunications; failure or disruption of any relevant stock exchange, including depositories, settlement systems or markets; strike, lockout, other industrial action or other interference with work; nationalisation, expropriation, prohibition, intervention, direction or embargo; imposition by any governmental or quasi-governmental authority of currency restrictions, exchange controls or other charges or restraints affecting your arrangement(s) or the investments and assets allocated to it; inability or delay in obtaining governmental or quasi-governmental approval, consent, permit, licence, authority or allocation; intervention by an exchange or regulator; act of war (declared or undeclared), terrorism, insurrection, revolution, civil disturbance, riot, blockade or other disturbance.

P13.6

If such an event occurs and the failure or delay by ESL or the *trustee* is material, ESL, to the extent reasonably practicable, will give you prompt notice of that event unless you might reasonably be expected to be aware of the circumstances. ESL then also gives you reasonable particulars of it and, insofar as known, the probable extent to which ESL and/or the *trustee* are unable to perform, or be delayed in performing, the relevant obligations.

P13.7

Other than as a direct result of wilful neglect or wilful default or fraud by ESL or the *trustee*, neither ESL nor the *trustee* accept any liability or obligation for unauthorised payment tax charges, taxable property charges, scheme sanction charges, tax surcharges, income or capital gains tax, or any other tax or levy.

P14. TAXATION AND LEVIES

P14.1

ESL deducts from payments made under your *plan* any tax or levy that ESL or the *trustee* are required or entitled to deduct in accordance with law or *HMRC* requirements. Any income payments you receive from your *plan* are taxed under the pay as you earn system. ESL and the *trustee* are not liable for any loss that you incur as a result of the use of an incorrect tax code. ESL may also deduct any taxation or levy for which ESL or the *trustee* might be accountable in accordance with law or *HMRC* requirements until ESL's or the *trustee's* liability has settled – any remaining amount of the deduction from the proposed payment is made by ESL on settlement of the liability.

P14.2

ESL deducts from each *pension fund* any tax (including scheme sanction charge) or levy imposed on ESL or the *trustee* that relates to the relevant *plan*. If a tax or levy is imposed on ESL or the *trustee* in respect of the *Scheme* as a whole, ESL allocates such proportion of the tax or levy to your *plan* as it considers reasonable.

P15. FINANCIAL SERVICES COMPENSATION SCHEME

P15.1

ESL is covered by the Financial Services Compensation Scheme (FSCS). This is a scheme that provides limited compensation for customers who might otherwise lose out if a company regulated in the UK by the Financial Conduct Authority is unable to pay claims against it. If ESL is unable to meet its obligations to you then you may be eligible to make a claim for compensation under the FSCS. If a provider of an underlying investment or bank account is unable to meet its obligations to ESL, then you or ESL 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:

10th Floor

Beaufort House

15 St. Botolph Street

London EC3A 7QU

Tel: 020 7741 4100

www.fscs.org.uk

P16. COMPLAINTS

P16.1

If you have any complaints in relation to your *plan*, please notify us by Nutmail and/or by emailing the Head of Customer Support at: support@nutmeg.com.

P16.2

We will aim to acknowledge your complaint promptly, investigate the matter and report the results to you. If your complaint relates to services provided by ESL we will direct your complaint to ESL.

P16.3

If you are not happy with the response to your complaint, you might have the right to refer it to the Pensions Advisory Service, the Pensions Ombudsman Service or the Financial Ombudsman Service. We tell you about any ombudsman referral rights at the time. Making a complaint, unless made to the Pensions Ombudsman Service, does not hinder your right to take legal proceedings.

The Pensions Advisory Service

11 Belgrave Road

London SW1V 1RB

Tel: 0300 123 1047

Pensions Ombudsman Service

11 Belgrave Road

London SW1V 1RB

Tel: 020 7630 2200

Financial Ombudsman Service

Exchange Tower

London E14 9SR

Tel: 0800 023 4 567

P17. DATA PROTECTION AND CONFIDENTIALITY

P17.1

ESL is the data controller of any information it holds about you. ESL complies with all relevant data protection legislation.

P17.2

Your information includes any details which ESL holds about you and includes information received from third parties. ESL uses your information for the purpose of establishing, processing and administering the *Scheme* and discloses your information to the *trustee*. You accept that even if the application to join the *Scheme* does not proceed, your information can be stored for regulatory, statutory or audit purposes.

P17.3

ESL does not disclose your information to anyone other than us and the *trustee* unless:

- it is to other *members* of the *Embark group of companies*, any of ESL's agents, delegates and advisers and any person anywhere in the world in the proper performance of ESL's obligations in relation to your *plan* or the *Scheme* including under the *Finance Act* as it affects the *Scheme*; or
- ESL has your permission; or
- it is to any person ESL reasonably believes to have been appointed by you as your investment manager or professional adviser; or
- ESL is required or permitted to do so by law or any competent authority; or
- ESL is transferring your information to its third party service providers, credit reference agencies and fraud prevention agencies; or
- ESL has transferred its rights and obligations in relation to your *plan*.

P17.4

ESL can transfer your information to other countries that provide a different level of data protection from the UK. In such circumstances, ESL will put a contract in place to ensure your information is protected. Your information may be accessed by law enforcement agencies and other authorities in that country to prevent and detect crime.

P17.5

You can request a copy of the information ESL holds about you by writing to us at The Data Protection Officer, Nutmeg, 80-84 Bondway, Vauxhall, London SW8 1SF. We reserve the right to charge a small fee in accordance with the guidelines of the Information Commissioner's Office.

P18. VARIATION

P18.1

ESL can change your *plan* (including these *Additional Pension Terms*) for any of the following reasons:

- to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service or the Pensions Ombudsman or the Financial Services Compensation Scheme;
- to respond proportionately to a court order or decision affecting the *Scheme* or *plan*;
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice which raise standards of consumer protection;
- to reflect a change in ESL's corporate structure that doesn't have an unfavourable impact on you but which does require ESL to make certain changes to the terms of the *Scheme* or *plan*;
- to respond proportionately to changes in the Bank of England base rate, other specified market rates or indices or tax rates;
- to proportionately reflect other legitimate cost increases or reductions associated with providing the *Scheme* and *plan*;
- to provide for the introduction of new or improved systems, methods of operation, services or facilities; or
- to correct any mistake in the *Additional Pension Terms*, provided the correction does not reduce any rights that you have as a result of the mistake.

P18.2

ESL gives you notice of any change under section P18.1 in advance where practicable, or at the earliest opportunity after the change where advanced notice is not practicable.

P18.3

Further, ESL can change your *plan* (including the *Additional Pension Terms*) if ESL has any other valid reason for doing so.

P19. TERMINATION

P19.1

Your *plan* continues until all your *pension fund(s)* have been extinguished through the payment of a transfer value to another *registered pension scheme* or the provision of pension or death benefits outside the *Scheme*. The provisions of sections P13 and P14 continue in full even though all your *pension fund(s)* have been extinguished.

P19.2

By giving you six months' notice in advance, ESL can transfer-out your *plan* for any of the following reasons:

- if the *Scheme* becomes too expensive for ESL to operate;
- if ESL makes an alternative scheme available that provides the similar benefits;
- if the registration of the *Scheme* is removed by *HMRC*; or
- your behaviour, in ESL's reasonable opinion, is abusive, offensive or threatening (in language or action) or is otherwise inappropriate.

P19.3

For transfers under section P19.2, ESL makes the transfer to any *registered pension scheme* you notify to ESL before the end of the six month notice period or, if you do not notify ESL of your chosen scheme, to a scheme that ESL chooses and you authorise ESL to execute any documentation on your behalf necessary to achieve the transfer. Further, ESL transfers the investments and cash held in respect of your *plan* net of any liabilities (less the amount required to satisfy all charges due to us and all costs chargeable to your *plan*). Investment transactions already initiated by ESL are completed. The *trustee* is authorised to continue to operate the *designated account* to ESL's order and direction for the purposes of receiving money, paying benefits and paying any expenses or fees due to ESL, the *trustee* or other parties.

P20. OTHER TERMS

P20.1

ESL can transfer its rights and obligations under your *plan* to another organisation, and ESL will always notify you in writing if this happens, but this will not affect your rights or ESL's obligations under your *plan*.

P20.2

You must not assign, mortgage or charge your *plan* in any way.

P20.3

These *Additional Pension Terms* are a contract between you and ESL. It gives rights to you, ESL, and to the *trustee*. No person other than you, ESL and the *trustee* shall have any rights to enforce any of its terms.

P20.4

Each of the paragraphs of these *Additional Pension Terms* operates separately. If any court or relevant authority decides that any of them are (i) unlawful, the remaining paragraphs remain in full force and effect; (ii) unfair it, as far as possible, still applies but without any part which could cause it to be held, viewed or considered unfair.

P20.5

If ESL fails to insist that you perform any of the obligations under your *plan*, or if ESL does not enforce its rights against you, or if ESL delays in doing so, that will not mean that ESL has waived its rights against you and will not mean that you do not have to comply with those obligations. If ESL does waive a default by you, ESL will only do so in writing, and that will not mean that ESL will automatically waive any later default by you.

P20.6

Your *plan* is governed by English law. You, the *trustee* and ESL agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you can also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you can also bring proceedings in Scotland.

P21. DEFINITIONS

Account means the online account you open with us.

Additional Pension Terms means the terms and conditions set out in this appendix to the Agreement, together with any amendments that relate to it.

Annual allowance 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.

Beneficiary means any of an individual's *dependants, nominees or successors*.

Capped drawdown pension means a type of *drawdown pension* under which the amount of "income" you can draw from a *pension fund* is subject to a maximum limit set by the *Finance Act*. The maximum amount of income is reviewed regularly.

Dependant has the meaning set out in the *Finance Act* and means, in relation to you as the *member*, a person falling within any of the following categories at the date of your death:

- the *member's* wife, husband or civil partner;
- any child of the *member* who has not reached the age of 23 (any pension to a child will cease on the child's 23rd birthday unless the child is also dependent or mutually dependent on the *member* because of physical or mental impairment);
- any child of the *member* who has reached the age of 23 and in ESL's opinion is dependent on the *member* because of physical or mental impairment; or
- any other individual who in ESL's opinion is financially dependent on the *member*, or who is in a mutually-dependent financial relationship with the *member* or is dependent on the *member* because of physical or mental impairment.

Defined benefits arrangement means an arrangement described in section 152(6) of Finance Act 2004.

Designated account means the bank account that ESL selects to pass money to and from your *plan* to your custodian account.

Drawdown pension means taking regular amounts as income directly from a *pension fund* instead of buying an annuity contract from an insurance company. The part of the *pension fund* allocated for paying *drawdown pension* remains invested so its value can go up and down.

Embark group of companies means ESL, any of its subsidiaries or any holding company of ESL, or any subsidiary of any holding company. "Subsidiary" and "holding company" have the meanings given to them in Section 1159 of the Companies Act 2006.

Finance Act means the Finance Act 2004 as amended from time to time.

Flexi-access drawdown pension means a type of *drawdown pension* under which you can draw any amount of "income" from a *pension fund*, subject to income tax.

HMRC means Her Majesty's Revenue & Customs.

Lifetime allowance means the overall ceiling on the amount of tax privileged pension savings that you can draw.

Lifetime annuity means an annuity contract purchased from an insurance company which provides an income for life.

Member means you, an individual whose application for a *plan* is accepted by ESL and has been admitted as a *member* of the *Scheme* under the *Rules* and who has not subsequently left the *Scheme*.

Nominee has the meaning set out in the *Finance Act* and means someone nominated by a *member* or ESL to receive death benefits from the *Scheme*, but who is not a *dependant*.

Normal minimum pension age means the earliest date that benefits can normally be taken which since 6 April 2010 is age 55.

Plan means the personal pension plan operated for you under the *Scheme* in accordance with these *Additional Pension Terms*.

Pension fund means the net value of the investments and money held for you after deduction of any costs, charges and liabilities.

Registered pension scheme means a pension scheme registered under Part 4 of the *Finance Act*.

Rules means the trust deed and rules that establish the *Scheme*, as amended from time to time.

Scheme means the Nutmeg Personal Pension, which is a *registered pension scheme* established by declaration of trust on 8th July 2014.

Successor has the meaning set out in the *Finance Act* and means an individual who becomes entitled to benefits from the *Scheme* on the death of a *dependant*, *nominee* or *successor*.

Tax relief limit means the highest amount of 100% of your relevant UK earnings, within the meaning of section 189 of Finance Act 2004; or the basic amount of £3,600.

Trustee means Embark Trustees Limited (company number 08979345) or any successor appointed by ESL.

Unauthorised payment means an unauthorised payment (as defined in Section 160(5) of the *Finance Act*) which attracts tax charges.

“us” and **“our”** means Nutmeg Saving and Investment Limited (company number 07503666).