



# Personal Pension (ALL ELIGIBLE SECURITIES) Key Features and Terms & Conditions.

TPIP 1.3



Do more with your money.



# What is the purpose of this document?

This document provides you with the Key Features and Terms & Conditions of the True Potential Investments' Pension and should be read in conjunction with the:

- Platform Terms and Conditions
- True Potential Investments Dealing and Custody Service Agreement, and
- True Potential Investments Best Execution Policy.

These documents are designed to provide you with enough information to enable you to decide whether opening a True Potential Pension is right for you. You should read these documents carefully and keep them in a safe place.

For the purposes of this document "we" or "us" refers to True Potential Investments LLP.

# Section A - key features.

This section gives you the main points about our True Potential Pension.

## **The firm and its services.**

True Potential was launched in 2007 with the aim of revolutionising the way wealth management is delivered. We believe that by using technology to deliver financial services, we empower clients to take control of their financial futures. In order to achieve this aim, True Potential Investments has become a regulated platform operator, investment manager, custodian, pension operator, administrator and provide platform technology.

## **Who regulates us.**

We are authorised and regulated by the Financial Conduct Authority (FCA). Their address is 12 Endeavour Square, London, E20 1JN. Our firm reference number is FRN 527444.

## **What questions should I ask before I invest?**

This document gives you the answers to some very important questions. These are set out on the following pages and will help you decide whether the True Potential Pension is suitable for you. You should be aware that Stakeholder pension schemes are generally available and might meet your needs as well as the True Potential Pension.

## **Aims of the True Potential Pension.**

- To give you the opportunity to invest a sum of money into a range of investment instruments, with the aim of increasing the value of your investment;
- To allow you to make one-off or regular payments or contributions;
- To allow you to transfer an existing pension into the True Potential Pension; and
- To offer a tax-efficient way of saving for your retirement.

## **Your commitment.**

- You must take care to read all of the relevant literature and information provided to you;
- You will pay the associated fees and charges, as set out in the Fees and Charges section;
- You will make at least one payment into your True Potential Pension to open the account. This can be a member contribution, employer contribution or a transfer from another recognised pension scheme;
- The money invested must stay in a pension, usually until at least the age 55, and be used to provide retirement benefits;
- You can only open and hold a True Potential Pension on the True Potential Wealth Platform or a Platform which uses True Potential Platform technology;
- Where instructions are placed online via your personal Client Site, True Potential will take in good faith that you placed them personally. You must keep your unique login details secure; and
- Before opening a True Potential Pension, your Financial Adviser will discuss whether you have sufficient experience of investing and decide whether you are prepared to be responsible for the investment decisions you make.

### **Main risk factors.**

- With investing, your capital is at risk;
- Investments can fluctuate in value and you may get back less than you invest;
- What you get back will depend on future performance, nothing is guaranteed. Past performance is no guarantee of future performance;
- Your retirement income is not guaranteed;
- Inflation will reduce what you can buy in the future;
- The charges outlined below may increase;
- Your investments may grow less than illustrated;
- Tax rules and government pension policy can change at any time;
- If you have transferred from another pension scheme the benefits may not be comparable;
- If you cancel and your investments have fallen in value, you will not get back the full amount you invested or transferred;
- As the Pension investments are held on a Wealth Platform, there is a risk that our systems and a fund manager's systems could show differing amounts whilst transactions are processed. In the instance that True Potential went out of business whilst the systems weren't aligned, you may not get the full amount of your investment returned; and
- Tax treatment depends on the individual circumstances of each client and may be subject to change in the future.

True Potential Investments LLP does not offer or provide financial advice.

## Fees & charges.

Fee	Amount	Frequency
CHAPs Charge	£15.00 per CHAPS transfer.	One-off when you request a payment by CHAPS. Note there is no charge for a BACS payment.
True Potential All Eligible Securities Pension	£108.	Annually*.
Income Drawdown Administration Fee	£250	One-off in certain circumstances outlined below**.

The True Potential All Eligible Securities Pension allows for investment within any fund available on the Platform without restriction.

If you ask us to pay fees for advice and/or platform services from your pension, these fees will be taken from cash holdings. If there is not a sufficient cash balance on your account to cover the fee, the remainder will be raised by selling units from the largest holding. True Potential Investments calculates the fee daily based on the value of the Investments held in your portfolio at the close of business and then collect fees automatically from your investments once a month.

\*The £108 annual fee covers our costs for arranging the purchase of all eligible securities within the True Potential Investments All Eligible Securities Personal Pension, and is not a fee for advice or its management services.

\*\*We reserve the right to charge for administration of Income Drawdown pension cases under certain circumstances at our discretion. For example, pension cases that have been transferred to us and have subsequently had a full account value withdrawal request made within 12 months of the transfer.

In addition to the above, there will be costs and charges related to the underlying investments. Please refer to your Portfolio Factsheet or Fund Factsheet and Personalised Illustration document for further details.

# Question and answers.

## Who might the True Potential Pension be suitable for?

A client who:

- Would like to transfer existing personal pensions from other providers;
- May be looking to bring different pension arrangements into one place;
- Would like to build up a retirement fund in a tax-efficient way; and/or
- Is prepared to commit to having their money tied up, normally until at least age 55.

True Potential Investments LLP is not able to provide advice. If you are unsure about any of these points you should seek help from your Financial Adviser.

## Who can open a True Potential Pension?

You must:

- Be a UK individual (see below for more information);
- Not be a United States person or citizen (see below for more information); and
- Not be an un-discharged bankrupt.

### An individual is a relevant UK individual for a tax year if they:

- Have relevant UK earnings chargeable to income tax for that tax year;
- Are resident in the United Kingdom at some time during that tax year,
- Were resident in the UK at some time during the five tax years immediately before the tax year in question and they were also resident in the UK when they joined the pension scheme;
- Have for that tax year general earnings from overseas Crown employment subject to UK tax (as defined by section 28 of the Income Tax (Earnings and Pensions) Act 2003); or
- Are the spouse or civil partner of an individual who has for the tax year general earnings from overseas Crown employment subject to UK tax (as defined by section 28 of the Income Tax (Earnings and Pensions) Act 2003).

### An individual is a relevant United States person or citizen if they are:

- A citizen or resident of the United States;
- An individual born in the United States, Puerto Rico, Guam or the US Virgin Islands;
- Are an individual who has a parent who is a US citizen;
- Are a former alien who has been naturalised as a US citizen;
- A person that meets the substantial presence test; or
- Any other person that is not a United States foreign person.

## How can I open a True Potential Pension?

You will need to:

- Read this Key Features and Terms & Conditions document; and
- In association with your Financial adviser complete an online submission where you agree to the Terms and Conditions.

Your investments will be held on the Platform. Please refer to **Section B - terms & conditions** for more information.

## Where is my money invested / can I switch my money between investments?

Your money is invested as per your instructions, most commonly given through your Financial Adviser. True Potential Investments will only act on instruction from your Financial Adviser or yourself in relation to any changes to your investments. Any such actions will be required formally in writing or submission on True Potential Investments systems.

### **Can I transfer my pension?**

You can transfer your fund to another pension arrangement at any time.

You may hold pension savings in different schemes, such as defined contribution and defined benefit pensions. Under current rules you can transfer pension savings separately, and to different places, as long as you have not purchased an annuity.

For more information, please speak to your Financial Adviser or visit The Pension Advisory Service website at [www.pensionsadvisoryservice.org.uk](http://www.pensionsadvisoryservice.org.uk).

### **Can I transfer money from another pension scheme into this one?**

If you have a pension scheme with another provider, you can transfer the value of it to this scheme.

If the pension scheme you are transferring money from allows you to take more than 25% of its value as Pension Commencement Lump Sum when you take your benefits or allows you to take your benefits early, you may lose this entitlement when you make your transfer unless the transfer forms part of a block transfer.

Transferring funds between pension schemes is an important decision, so we recommend that you consider speaking to your Financial Adviser first.

### **How much can I pay in?**

You, and/or a third party and/or your employer, can usually pay up to £60,000 into your pensions. This is known as the Annual Allowance. This is also subject to the limits set out below. You receive tax relief on your contributions as you pay into your pension and your savings have the possibility of growing with minimal tax. The actual amount you can pay in a tax year for tax relief purposes is the greater of:

- Gross contribution of £3,600; or
- 100% of your relevant UK earnings, subject to the annual allowance.

For example, if you earn £30,000, you should be able to contribute £24,000 to your pension, to which the UK Government will automatically add (20%) basic-rate tax relief of £6,000. This is subject to the Annual Allowance.

### **How do I obtain a valuation of my Pension?**

You will have access 24 hours a day to valuations on your personal True Potential Client Site and through our mobile apps.

### **How will my tax relief be funded?**

The amount attributable to tax relief will be credited into your account upon our receipt from the UK Government. It normally takes between 7 and 11 weeks for tax relief to be credited to your account.

**Carry forward.**

Any annual allowance not used in recent previous tax years can potentially be carried forward to the current tax year and added to the current year's annual allowance. This may give a higher available annual allowance to use against the current year's total pension input amount.

Pension rules are complex therefore you may wish to seek advice from your Financial Adviser if you feel this will affect you.

### **What is the lifetime allowance?**

The Lifetime Allowance limit for the 2023/2024 tax year is £1,073,100. This is measured at Benefit Crystallisation Events such as when you commence to draw benefits from your pension. However, during the current tax year where you make withdrawals in excess of the LTA, no LTA excess charge would apply. Your excess will be taxed at your marginal rate of income tax.

### **Money purchase annual allowance.**

The Money Purchase Annual Allowance (MPAA) may apply to you if you have flexibly accessed pension benefits on, or after 6th April 2015. Your pension scheme or provider will have informed you if you have flexibly accessed your pension benefits. Examples of drawing benefits flexibly include taking income from flexi-access drawdown or a cash lump sum (Uncrystallised Funds Pensions Lump Sum). The MPAA is currently £10,000 per annum.

### **Tapered annual allowance.**

The £60,000 annual allowance is reduced by £1 for every £2 of adjusted income exceeding certain thresholds. The threshold income, which is broadly net income before tax (excluding pension contributions), is £200,000. The adjusted income, which is broadly net income plus pension accrual, is £260,000. The minimum tapered annual allowance is £10,000.

### **How flexible is the True Potential Pension?**

The True Potential Pension can accept:

- Debit card payments;
- Direct debits;
- Bank transfers;
- Cheque payments;
- ImpulseSave®;
- Transfers from existing pensions; and
- Contributions from your current or previous employer.

In-specie and cash transfers in to the True Potential Pension are permitted. You can transfer your True Potential Pension to another plan manager subject to their terms and conditions.

### **Capital gains tax.**

You don't pay capital gains tax on your pension funds.



## **Income tax.**

Any pension income will be taxed as earned income.

We've based this information on our understanding of current law & HM Revenue and Customs practice. Your individual circumstances and future changes in law and tax practice could affect the amount you pay. For more information please visit the HMRC website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk) or speak to your Financial Adviser.

## **How will I know how my pension is doing?**

As part of the Platform service you will have access to a personal Client Site which will give you access to the value of your investments 24 hours a day. In addition to this, True Potential Investments we will send you an annual pension statement, which shows how your scheme is doing.

## **What if I want to cancel my pension?**

You have 30 days from the date you receive your scheme documents to cancel your scheme. This is called a cooling-off period.

To cancel, please complete and return the Cancellation Notice that we send you with your scheme documents or write to us using secure messaging on your personal Client Site.

Once we receive your cancellation instruction, we'll normally give you all your money back. However, if you start your scheme with a one-off payment, we'll value your units on the date we receive your cancellation instruction. If the value of your units has fallen, you will get back less than you paid in.

If you do not exercise your right to cancel within the 30-day statutory period, the contract will become binding. We'll not return any money to you except in the form of a benefit payable in accordance with the rules.

## **What happens if I move abroad?**

If you move abroad and are no longer a resident of the UK this will have an impact on your ability to top up this product.

How do I turn the value of my pension into benefits?

The value of your pension scheme includes money you've invested, less charges plus any growth. This value is known as your pension fund. Since the 6th April 2015 regulations allowed added flexibility in how you draw your pension savings. There are four main options which may be used in combination:

- **Flexi-access drawdown** - a form of drawdown which allows you to take an unlimited amount of income or lump sums from your pension fund. This has replaced flexible and capped drawdown, although existing capped drawdown plans will continue.
- **Uncrystallised Funds Pension Lump Sum** - Take a single or series of cash lump sums from your pension savings.
- **A pension annuity** - an investment that guarantees to pay a secure income for the rest of your life, regardless of how long you live.
- **Pension directly from a pension scheme** - occupational pensions schemes are not changing. You will still be able to draw a pension from any occupational pension scheme you are a member of.
- **Capped drawdown** - if you have an existing capped drawdown you may be able to top it up from uncrystallised funds. Accessing capped drawdown does not make a scheme member liable to the MPAA.

This is subject to the rules of your scheme. Please contact us as you approach retirement and we will let you know which of these options we may be able to offer you. Pension rules are subject to change and the rules may change when you decide to draw your benefits.

Whatever you decide to do with your pension pot – you don't have to stay with us. You should shop around and depending on the choices you make, you may find something more appropriate elsewhere, with alternative features, investment options or charges.

### **How much will my income be?**

You can use your pension fund to generate an income. The size of your pension fund, to generate this income will depend on many factors such as:

- The amount that has been paid into the plan;
- How long you have been making payments;
- The performance of the fund(s) you have invested in;
- The age you choose to take your benefits, and
- The amount of charges you've paid.

The size of your income will depend upon many factors including how you draw your pension. For an example of the income you could receive, please see your illustration.

### **When can I take retirement benefits?**

Usually you are able to start taking retirement benefits at any time from age 55. You may be able to take retirement benefits early if:

- You have medical evidence you cannot carry on your occupation;
- You have a protected retirement age; or
- You have life expectancy of less than 12 months.

### **What if I don't tell you when I want to take my benefits?**

We'll assume that you'll take your money out:

- At age 65, if you were born before 5th December 1953;
- At current State Pension age if you were born after 5th December 1953; and/or
- At age 75 if you're already 65 or State Pension age at joining.

Don't forget that State Pension age is changing over the next few years, see [www.direct.gov.uk/spacalculator](http://www.direct.gov.uk/spacalculator).

### **What are my options when I choose to retire?**

You can:

- Convert your Pension into income by buying an annuity;
- Take an income directly from the pension fund (income drawdown);
- Take a tax free lump sum (normally up to 25% of the funds value) and a smaller income; or

If your pension is worth £10,000 or less, you can take the whole pot as a "Small Pot" payment if you meet the following conditions:

- You are aged 55 or above;
- The payment ends your entitlement under the pension arrangement; and
- You have not previously received more than two payments under the Small Pots rule.

You can have up to 3 Small Pot payments, but these must be from 3 different arrangements.

This can either be from different providers or separate arrangements under the same provider.

### **What happens when I die?**

As the True Potential Pension is held within a trust, it does not usually form part of your estate. Our Trustees will pay the benefits to your beneficiaries. You can make an Expression of Wish, setting out who you would like to receive the benefits, at any time in writing but the Trustees will not be bound by these wishes although they will take them into account.

When we are notified of the death of a Registered Contact funds remain invested until we receive approval from our trustees to proceed. We will not accept any instructions to sell down from a solicitor/adviser and will fully sell the account down to cash following our own trustees approval.

### **What happens if I die before taking any retirement benefits?**

The whole fund can be paid as a lump sum to your beneficiaries, which should not normally be liable for Inheritance Tax. If you are aged 75 or older at the date of your death, any lump sum payment will be taxed at the recipients' marginal rate of Income Tax.

If you are aged under 75, there is no tax charge on any lump sum payment unless the lump sum is greater than your available Lifetime Allowance and the funds have not been previously tested against this Allowance. Under the True Potential Pension there is also the facility to provide a pension income. This would be taxed as set out above. Alternatively, funds can be transferred to another registered pension scheme, which also offers a drawdown pension, or the proceeds can be used to purchase a lifetime or short-term annuity or scheme pension.

### **Can I save my money in cash?**

Cash can be held in an all eligible securities pension.

### **Where can I get guidance about what to do with my pension?**

Two free and impartial services, set up by the government, are available to give you more information about pensions. General guidance on all aspects of pensions is available from The Money Advice Service [www.moneyadviceservice.org.uk](http://www.moneyadviceservice.org.uk). Telephone 0800 138 7777.

For people over 50, Pension Wise is also available. This government service offers guidance to people with personal pensions on all the options available for their pension savings. You can have a free consultation online, over the phone and face to face. Find out more at [www.pensionwise.gov.uk](http://www.pensionwise.gov.uk). Telephone 0800 138 3944.

## **Your right to change your mind**

You have a legal right to cancel your True Potential Pension if you change your mind. If you wish to cancel, then you must do so within 30 days of the date that you agreed to the terms and conditions in this document.

Cancellation rights also apply if you transfer an investment to us. You will have 30 days from the date of the instruction to exercise your right to cancel.

## **What if I have a query or complaint?**

If you have a complaint, contact us at the following:

True Potential Investments  
Newburn Riverside  
Newcastle Upon Tyne  
NE15 8NX

T: 0191 242 4868  
E: [complaints@tpllp.com](mailto:complaints@tpllp.com)

Your complaint will be handled in accordance with our internal procedure and the Financial Conduct Authority (FCA) rules governing complaints. We will register your complaint on the date that we receive it and will respond within five business days of that date. A copy of our Complaints Management Procedure is available online at [www.tpllp.com/complaints](http://www.tpllp.com/complaints) or can be requested via any of the above channels and will be provided free of charge.

If your complaint is not dealt with to your satisfaction the matter may be referred to the Financial Ombudsman Service at Exchange Tower, London E14 9SR

T: 0800 023 4567 or 020 7964 1000  
E: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
W: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Any such action will not affect your right to take legal action.

## **What is the Financial Services Compensation Scheme (FSCS)?**

Your cash and Investments are held separately to our own accounts. As such, in the event that we or a depositor we use failed financially, your cash and assets would remain yours as they are segregated. As part of any wind down process, the administrator is obliged to return them to you. In the event that we, a depositor or a fund manager are unable to meet the liabilities to you in full, you may be entitled to redress from the Financial Compensation Scheme (FSCS).]

Further information is available from:

FSCS  
PO Box 300  
Mitcheldean  
GL17 1DY

T: 0800 678 1100

We ensure that any deposit takers used (e.g. banks) are covered by the Financial Services Compensation Scheme (FSCS). This means that you could be covered by the FSCS up to the prevailing rate for each separately authorised deposit taker - subject to eligibility for compensation.

Should one of our underlying Fund Managers fail financially, your Investments will be covered at the relevant FSCS rates at the time, the maximum level of compensation for claims under the Investment Business section of FSCS is £85,000 per person, per firm that defaults - subject to eligibility for compensation. This information will be available in the Fund Prospectus.

For further information visit the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk)

# Section B - terms & conditions.

This section provides the Terms & Conditions for the True Potential Pension.

Changes to these Terms and Conditions (including any changes to the charges) will be made by giving you 30 days' notice subject to legal, regulatory requirements or other official requirements. We do not provide any recommendations or advice in relation to the suitability of any account or investment. The availability of the investment funds and the True Potential Pension does not imply that they are necessarily suitable for you and you should seek advice from your Financial Adviser if you are unsure.

## 1. Important information about your investment.

### 1.1 About the platform.

Your True Potential All Eligible Securities Pension will be held on the Platform

The Platform is a collection of services and tools that you use to arrange, manage, and track your investments easily. The platform holds investments which, depending on your circumstances and the Pensions Permitted Investment list, could be used to achieve your investment objective. The platform is designed to enable clients to manage their investments more easily; and either through an intermediary or directly (where appropriate), you can instruct us to buy, sell and switch your investments.

If you have existing investments with other providers you can arrange to transfer these to the True Potential Pension, either through your intermediary or your personal Client Site. If you wish to withdraw money from your account, you can request this through an intermediary (if you have one), or if you invest directly, by contacting our support team.

You will receive a contract note for every transaction that takes place on your account and you can also view the value of your investments 24 hours a day on your personal Client Site. You may also receive other statements such as tax statements and these are available on your personal Client Site for reference. Your ability to cancel depends on your product specific terms and conditions.

See the Platform Terms and Conditions for more information.

### 1.2 Your application.

The Application is for the establishment of your True Potential Pension and, as such, must satisfy the requirements set out.

- We cannot open an account for you without an online application, subject to passing our identity verification checks;
- Your application won't proceed if your identity and address certifications are incomplete;
- Investments within your True Potential Pension are held in the name of True Potential Nominee Limited, which is the nominee company we use in our capacity as Custodian but will always remain in your beneficial ownership and will not be lent to third parties or used as security for loans;
- We rely on the information and declarations contained in your application in considering whether or not to hold your Investments. If it comes to light that any of this information or these declarations are false or misleading in any material way, we reserve the right to amend or terminate your Investments;
- We reserve the right to request supplementary documents from you at any point during the term of your Investments being held without giving any reasons; and
- We reserve the right to reject all or any of your application for any reason, at our discretion.

### **1.3 Retail clients.**

Our policy is to treat most clients as Retail Clients in order that they receive the fullest regulatory protections and avenues of recourse available. If this status does not apply to you, you can inform us of your correct status in writing.

### **1.4 Fees & charges.**

See Section A - key features for the charges applicable to your True Potential Pension.

### **1.5 Carrying out transactions in your True Potential Investments account.**

#### **1.5.1 Form of instructions.**

We will only act on instructions from you, or your authorised Financial Adviser on your behalf. If we receive an instruction from a third party, for example another financial services provider, we will always require your approval before acting on that instruction. Where you fail to provide the information required, or fail to comply with these terms, or where the instruction in question is otherwise incomplete or ambiguous, we shall be entitled, at our discretion, to:

- Delay the acceptance of the instruction whilst we seek clarification from you, or your Financial Adviser or, in the case of a cash transfer instruction, identify the investment in question;
- Reject the instruction; or
- Execute the instruction in respect of the investment, or such class or designation of the investment, which appears to be the closest to the investment described in your instruction, without liability to you for any loss which you may incur as a result.

Where you, or your Financial Adviser request that we cancel an instruction, prior to completion of the transaction in question, we will use reasonable steps to cancel the instruction. However, if we are unable to cancel the instruction in question, we shall have no liability. In accordance with the rights afforded to True Potential Investments under the terms set out in the True Potential Investments Dealing and Custody Service Agreement, True Potential Investments as Custodian reserves the right to sell or realise in any other manner (including liquidation) any investment allocated to your account which we consider to be prejudicial to the operation, tax or regulatory status or integrity of your account.

In exercising the rights above, we will consider, amongst other things:

- Any current or proposed legal, regulatory or other official requirements applicable to the operation of the account; and
- Whether the relevant investment is, directly or indirectly, contrary to these Terms & Conditions, contrary to public policy (for example, where it is in a company whose activities are regarded by us as being illegal), or unethical or otherwise of a nature that may be of detriment to our reputation.

Where a fund manager or product provider invests, divests or modifies your holding at any time in accordance with your instructions or that of your Financial Adviser, on your behalf, you will be deemed to have given True Potential Investments as Custodian an instruction to execute on your behalf. The details of an instruction, which we have received and accepted, will be set out in your True Potential Investments account as well as a contract note, which will be available online through your personal True Potential Client Site.

### **1.5.2 Withdrawal instructions.**

You can elect, by way of a valid instruction, to have withdrawals paid to your Nominated Account held in your name on a single or regular basis, subject to any applicable contractual, legal or regulatory restrictions and to such Instruction being for no less than any minimum that might apply.

Payments of regular withdrawals will be made:

- Monthly, quarterly, biannually or annually; and
- On the 1st of the month (or, where this is not a Banking Day, the immediately preceding Banking Day).

All withdrawals are subject to a right of set-off against any monies which you owe to us, but which remain unpaid at the time in question.

### **1.5.3 Instruction conditions.**

- Instructions for cash withdrawals will only be paid by direct credit to the Nominated Account held in your name linked to your account;
- All instructions are deemed to be inclusive of costs, expenses and charges unless expressly notified otherwise by us; and
- You are prohibited from giving any instructions if, at the time in question, you are situated in the USA.

### **1.5.4 Variation to normal business hours in December.**

Notwithstanding anything to the contrary in these Terms & Conditions, our offices will close at 12pm on the Business Day immediately before Christmas Day and on the Business Day immediately before New Years' Day.

## **1.6 Cash.**

### **1.6.1 Cash deposit instructions and cleared funds.**

Where the balance of cash falls to £0, we may, at our discretion, sell Investments to a value equal to or as near as possible (rounding up) to the value of any withdrawals for which we have instructions to settle within approximately 10 working days of the sale date, subject additionally to the minimum investment sale.

### **1.6.2 Interest.**

TPI pays client interest on a quarterly basis in arrears. The cash interest paid represents interest earned on the cash you have held in your investment during the period. Once this has been calculated, a quarterly interest payment cycle will deposit the money into your investments held on the True Potential Wealth Platform. As these cash deposits are short-term with interest paid quarterly, withholding tax is not applicable and interest is therefore paid gross to clients. TPI retains a treasury charge of 70bps for maintaining the complete client money pool. The process, rates and treasury charge are subject to change as and when required by True Potential Investments LLP. TPI use a dynamic rate as per the total cash holdings on the day and the amount owed to clients is computed daily.

### **1.6.3 Use of cash.**



Cash will be used to debit from you:

- The amount of any payments made to our Trustee bank account in respect of which we have received an Instruction from you;
- The amount of our Wealth Platform charges payable; and
- Any other applicable charges which may be due from time to time.

To credit to you as new cash:

- Cash deposits which you make from time to time;
- The proceeds of sale of your investment in respect of the True Potential Pension (net of all costs, charges, fees, expenses, duties or other liabilities in connection with such sales);
- Income (including, without limitation, dividends) received in respect of Investments; and
- Interest, in accordance with the provisions set out previously; and where it is not permissible by law and/or regulation to debit or credit such amounts from, or to the cash balance of the True Potential Pension in question, or where we from time to time consider such debit or credit of cash would be prejudicial to the operation of the True Potential Pension or to the tax or regulatory status or integrity of the True Potential Pension, we will make such debits and/or credits from and/or to your cash account instead.

#### **1.6.4 Settlement.**

Where a transaction relating to Customer Assets is due to take place on a particular date we may record it as happening on that date, even if there is a delay. However, if the problem is not resolved promptly, we may adjust our records to show that the transaction did not, in fact, take place.

#### **1.6.5 Cash held in your account.**

The Cash within your True Potential Pension may be held in an interest-bearing, client money account at a bank/Credit Institution of our choosing and these accounts are operated in accordance with the client money rules of the FCA. TPI pays client interest on a quarterly basis in arrears. The cash interest paid represents interest earned on the cash you have held in your investment during the period. Once this has been calculated, a quarterly interest payment cycle will deposit the money into your investments held on the True Potential Wealth Platform. As these cash deposits are short-term with interest paid quarterly, withholding tax is not applicable and interest is therefore paid gross to clients. TPI retains a treasury charge of 70bps for maintaining the complete client money pool. The process, rates and treasury charge are subject to change as and when required by True Potential Investments LLP. TPI use a dynamic rate as per the total cash holdings on the day and the amount owed to clients is computed daily.

#### **1.7 Electronic documentation.**

By agreeing to these Terms & Conditions you, agree to all your documents relevant to your transactions (Contract Notes, Statements and Custody Statements, etc.) being placed electronically within your personal True Potential Client Site.

Should you require paper copies of documentation please contact us in writing at:

TruePotential Investments  
Newburn Riverside  
Newcastleupon Tyne  
NE15 8NX

Copies of documentation will be provided within five working days from receipt of the request.

## **1.8 Closing of your account.**

### **1.8.1 Closure by you.**

Generally, the manner in which accounts are closed will be for the Investments to be:

- Encashed and the net sale proceeds to be transferred to another Pension provider; or
- Transferred in specie to another Pension provider.
- Transferred to another True Potential Investments' account

We will follow your instruction to the extent that it complies with these Terms & Conditions and does not breach any legal or regulatory restrictions.

There will be no charge incurred for closing an account.

Immediately prior to the withdrawal or transfer of cash and/or Investments, we will first deduct all costs, charges, fees, expenses, taxes, levies or other liability of whatever description which have accrued in respect of the True Potential Pension in or before the date of the transfer or withdrawal and which are calculated but have not yet been paid.

Notwithstanding the closure of your True Potential Pension, you will remain liable for any, costs, charges, fees, expenses, or other liability of whatever description which have accrued in respect of your True Potential Pension prior to the date of such transfer or withdrawal but which have not been so deducted until such time as they are paid in full by you.

### **1.8.2 Closure by us.**

We are entitled to close your True Potential Pension where:

- You have failed within a reasonable timeframe to provide any documentation we have requested from you in order that we can fulfil our regulatory or statutory obligations (including, but not limited to, the failure to provide suitable evidence to enable you to verify your identity in accordance with anti-money laundering rules and regulations in force); or
- We are obliged or instructed to do so by the terms of a Court Order.

During the period from the date of the notice of closure and the date on which the final cash is returned to your Pension provider or deposited in to your Nominated Account(s), your True Potential Pension will be frozen.

Where the balance of your Cash within the True Potential Pension cannot be returned to your Pension provider or transferred to your Nominated Account due to a legal or regulatory restriction, we will accept your instruction as to where to transfer this balance to, provided that the instruction does not breach any legal or regulatory restriction.

We will not be liable to you for any, costs, charges, fees, expenses, taxes, levies or other liability of whatever description which are triggered, accrued or Crystallised by the closure of your True Potential Pension. The provisions for us to close or wind up the scheme whereupon we will cancel its contract with you, are contained in the True Potential Pension trust deed and rules. These are available on request.

## **1.9 Our role.**

True Potential Investments has full authority to:

- a) Execute actions on your behalf which may be reasonably required to enable us to execute a transaction on your behalf;
- b) Hold your account(s) and undertake any necessary custodial, settlement or administrative steps in order to administer that account;
- c) Transfer cash or investments, which we hold on your behalf, in connection with the settlement of transactions;
- d) Select trading venues to effect transactions on your behalf (for further details of this please refer to our Best Execution Policy);
- e) Amend, negotiate, execute or otherwise bring into effect all such relevant agreements in the name of or on behalf of you; and
- f) Take any other action (inclusive of, and without limitation, day to day decisions) that we reasonably consider to be necessary or desirable under these Terms and Conditions.

In order for True Potential Investments to carry out our services under these Terms, you will execute and deliver any authorisations and documents as may be reasonably necessary.

We will not:

- Provide investment or tax advice; or
- Assess the suitability of the True Potential Pension.

#### **1.9.1 Wealth platform.**

A 'Wealth Platform' is a place where a variety of different investment related processes and activities can be conveniently carried out. True Potential Investments is responsible for the Client Money Bank Accounts ("Client Money Accounts"). These accounts are used for the administration of any cash received and paid to you for the purposes of investments.

When we place trades for you, they are placed in the name of True Potential Nominee Limited on behalf of True Potential Investments. Once the transactions have been completed, the assets are held in the name of True Potential Nominee Limited on the behalf of True Potential Investments.

#### **1.9.2 Safe custody of assets.**

All client custody accounts are operated in accordance with the applicable FCA Regulations. Under the applicable regulations, we are required, amongst other things, to "make adequate arrangements to safeguard clients' ownership rights and to prevent the use of safe custody assets belonging to a client on the firm's own account".

We have procedures in place designed to meet the following obligations:

- Records and accounts are kept as necessary to enable us to distinguish safe custody assets held for one client from the safe custody assets held for any other client and from our own applicable assets; and
- Reconciliations are made to our own internal accounts and records and those of any third parties with whom safe custody assets are held (i.e. Sub- Custodians).

We may appoint the use of a third party Sub-Custodian to administer and hold certain asset types. In appointing such a party, all client assets may be held in an omnibus position by the third party Sub-Custodian. This means that certain securities may therefore be registered collectively in the same name for all the Custodian's clients therefore your individual entitlements may not be identifiable by separate certificates or other physical documents of title.

We shall have responsibility for any matters properly relating to your assets including, without limitation, the

safekeeping of your Investments and the settlement or clearing of your transactions.

### **1.9.3 Cash deposits and client money.**

All client cash deposits and redemption proceeds are held in a client money bank account at a bank/Credit Institution of our choosing. All the client money accounts are operated in accordance with the applicable FCA Client Money Rules.

We have made arrangements to ensure that all client money bank accounts are segregated from our own assets and the name of the client money accounts also makes it clear that the assets held within the account are for the benefit of clients and not ourselves. Whilst the client money accounts are currently held at a bank/Credit Institution of our choosing, client money accounts can be opened with other authorised banks held inside and outside the EEA in accordance with FCA client money rules.

We regularly review our policy for the selection of banks; with the security of client's money being the primary consideration. All client money bank accounts are pooled meaning that they are held together with other client assets held for us (i.e. they do not have an individual client money bank account for each client). However, we are at all times able to distinguish between the assets held for one client and the assets held for another client. In the event of a failure of the bank where it is unable to meet any of its liabilities, compensation may be available under the Financial Services Compensation Scheme (FSCS). Full details of the arrangements under the FSCS are available on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## **2. Communications with you.**

We will rely on any communication, which we reasonably believe to have been made by you. We have appropriately strict security procedures in place to help protect your account and to verify your identity, so you will be required to honour any instruction made by you or on your behalf and you will be responsible for expenses incurred.

You are responsible for providing us with correct and up to date contact details, including your postal and email address. If you change your postal or email address in the future, please tell us immediately.

Our main form of communication with you will be through your Financial Adviser, your online Client Site and by email to the address you have provided. When we write to you by post we will do so by standard class mail (or on request, we can send it by registered post at your expense).

We are not responsible for the loss of any documents, or the cost of replacing them, or for any other loss, cost or expense resulting from delay, or failure of delivery of, any communication we send or receive. Provided that we send you correspondence to the email address and/or postal address you have provided, we will not be deemed to have failed in any duty of privacy, nor be liable for any losses, costs or expenses which may arise from a third party intercepting the communications.

Please note that all communications made by us will be made in English.

## **3. Best execution policy.**

All orders are transmitted in a timely manner as covered in our Best Execution Policy and we are responsible for the transmission of these instructions on your behalf. Our own processes for aggregating orders can sometimes act to your disadvantage. Where that happens, both parties will always put you back in the position you would have been had the disadvantage not been suffered.

All Instructions are carried out in accordance with our Best Execution Policy to ensure that, in the course of transmitting, routing and placing Instructions on your behalf on an aggregated basis, we obtain the best possible result for you on a consistent basis.

#### **4. Limitation of liability.**

True Potential Investments gives no assurances or guarantee that the value of your Investments will not go down or that your Investments will generate a profit or income.

True Potential Investments does not guarantee your savings goals will be achieved and will not be held responsible for some or all of your investment objectives not being achieved.

True Potential Investments shall not be liable for any error of judgement or any loss suffered by you in connection with the services it provided to you under these Terms and Conditions unless such losses arise from the negligence, wilful deceit, dishonesty or fraud by it or any of its employees.

True Potential Investments shall not be liable for any losses suffered by you including losses arising from:

- a) Negligence, wilful default, fraud or insolvency of any other person;
- b) True Potential Investments carrying out or relying on instructions or any information provided or made available to True Potential Investments by you, or any person appointed by you;
- c) Market conditions or changes in market conditions; and
- d) Any delayed receipt, non-receipt, loss or corruption of any information contained in an email or for any breach of confidentiality resulting from an email communication.

True Potential Investments shall not be liable to you for any, costs, charges, fees, expenses, taxes, levies or other liability of whatever description which are triggered, accrued or crystallised by following an Instruction from you (or which True Potential Investments, acting in good faith, believe to be from you), or by True Potential Investments exercising its rights under these Terms & Conditions.

True Potential Investments will not be liable to the other in contract, tort (including negligence), or otherwise for any indirect or consequential loss or damage, however arising (including, but not limited to, indirect economic loss, loss of business, loss of data, loss of profits and third-party claims), whether or not that loss or damage was foreseeable.

Notwithstanding the foregoing, nothing in the provisions of the above terms operate so as to limit liability for death, personal injury, gross negligence, wilful default, or any other liability in respect of which limitation is prevented by law.

True Potential Investments shall not be liable for any default of any counterparty, bank, Sub-Custodian or other entity which hold money or Investments on behalf of you or with whom transactions are conducted by you. True Potential Investments shall not be liable to you for any losses incurred by you as the acts or omissions of the Sub-Custodian, except where such losses are caused by its negligence, wilful default or dishonesty.

#### **4.1 Steps True Potential Investments will take to recover losses/damages causes by a third party.**

True Potential Investments will take commercially reasonable steps to recover any losses or damages arising in connection to your assets where caused by the negligence, fraud or wilful default of a third party, but True Potential Investments cannot guarantee that it will be able to do so. Other than in relation to third parties whom True Potential Investments has appointed directly, True Potential Investments is entitled to be reimbursed for its reasonable costs and expenses incurred in taking such steps.

#### **5. Conflicts of interest.**

Conflicts may arise in the course of our services. Accordingly, we maintain and operate effective arrangements

to enable us to take all reasonable steps to identify conflicts of interest between you and us, or between you and another client, in order to ensure fair treatment. In determining what steps are reasonable, we will take into consideration the level of risk that the conflict may constitute to your interest together with its nature and materiality. We will notify you of any such conflicts identified which may entail a material risk to your interests. A copy of our Conflicts of Interest Policy is available on request.

## **6. Complaints.**

Please refer to **Section A - key features** for our complaints procedure.

## **7. Financial services compensation scheme.**

Please refer to **Section A - key features** for more information on the Financial Services Compensation Scheme.

## **8. Data protection.**

The True Potential Group takes the privacy and security of your personal information very seriously. Our Privacy Policy sets out the basis on which any personal information we collect from you, or that you provide to us, will be processed by us. It also outlines your individual rights and how you can access this information. You can read our Privacy Policy at <https://www.tpllp.com/privacy>.

True Potential Investments hold a current and appropriate authority under the Data Protection Act 2018 to maintain and store your personal data. As such True Potential Investments will process and keep information obtained by True Potential Investments or given by you in respect of your dealings with True Potential Investments. True Potential Investments will only give out this information to people with whom True Potential Investments deal in the day to day operation of your Wrapper(s)/True Potential Investments Account(s), to people who are acting as our agents, to anyone to whom True Potential Investments transfer or may transfer our rights and duties, to you, as necessary in the general course of our business, or as required by law, court order or regulation on the understanding that the information will be kept confidential. Otherwise True Potential Investments will keep your personal data confidential. From time to time True Potential may contact you with pertinent marketing information that may be of use to you. True Potential Investments may transfer your data/information to other countries outside of the European Union but only on the basis that those to whom True Potential Investments pass it provide a level of protection consistent with our own requirements/standards.

## **9. Our contact details.**

You can contact us at;

True Potential Investments,  
Newburn Riverside,  
Newcastle upon Tyne,  
NE15 8NX

Telephone: 0800 0468007  
Email: [platform@tpllp.com](mailto:platform@tpllp.com)

Please note, all communications between yourself and us will be made in English.

## **10. Applicable law.**

Unless otherwise provided, the terms of your Pension are governed by the laws of England and Wales. For clarity:

- The Provider of the True Potential Pension is True Potential Investments LLP (TPI);
- The Scheme Administrator of the True Potential Pension is True Potential Investments LLP (TPI);
- The Custodian of the pension assets is True Potential Investments LLP (TPI);
- The Nominee in who's name the pension assets are held is True Potential Nominee Limited (TPN); and
- The Trustee of the True Potential Pension is True Potential Trustee Company Ltd (TPTC).

## **11. Your True Potential Pension.**

The True Potential Pension is a long-term, tax-efficient savings plan designed to help you accumulate money, and subsequently take pension benefits for your retirement.

### **11.1 About you.**

To be eligible to invest in a True Potential Pension, you must:

- Be a UK person,
- Not be a United States person; and
- Not be an un-discharged bankrupt.

An individual is a relevant UK individual for a tax year if they:

- Have relevant UK earnings chargeable to income tax for that tax year;
- Are resident in the United Kingdom at some time during that tax year;
- Were resident in the UK at some time during the five tax years immediately before the tax year in question and they were also resident in the UK when they joined the pension scheme;
- Have for that tax year general earnings from overseas Crown employment subject to UK tax (as defined by section 28 of the Income Tax (Earnings and Pensions) Act 2003); or
- Are the spouse or civil partner of an individual who has for the tax year general earnings from overseas Crown employment subject to UK tax (as defined by section 28 of the Income Tax (Earnings and Pensions) Act 2003).

An individual is a relevant United States person or citizen if they are:

- A citizen or resident of the United States;
- An individual born in the United States, Puerto Rico, Guam or the US Virgin Islands;
- Are an individual who has a parent who is a US citizen;
- Are a former alien who has been naturalised as a US citizen;
- A person that meets the substantial presence test; and/or
- Any other person that is not a United States foreign person.

#### **11.1.1 You and your financial adviser.**

To be your Financial Adviser in respect of your Investments held in the True Potential Pension, the firm in question must be registered with True Potential Investments. Where you appoint a Financial Adviser, you are deemed to have appointed the firm as well. True Potential Investments will accept any other Financial Adviser from the same firm to act in your interests in respect True Potential Pension. True Potential Investments are authorised to accept Instructions from your Financial Adviser or any other Financial Adviser from the same firm as if they were your direct Instructions.

Should you change your Financial Adviser, you should inform True Potential Investments as soon as possible by means of:

- a) An original or certified copy letter of authority (addressed to your new Financial Adviser);
- b) An original or certified copy letter to your new Financial Adviser accepting their terms of business; or
- c) A letter from you notifying us of your appointment of a new Financial Adviser and setting out the new Financial Adviser's details.

We shall assume that your request to change Financial Adviser relates to all assets held with True Potential, unless you state otherwise. Should you receive any correspondence from us that contains incorrect details about your Financial Adviser, you must notify us immediately and at the latest within 14 days of receipt of the correspondence.

### **11.2 Opening your True Potential Pension.**

By agreeing to these Terms & Conditions, you will be deemed to have made all the required declarations with regard to the True Potential Pension application and will be treated as if you had signed the Application Form and agreed to these declarations and Terms & Conditions. Your application will not proceed if your identity has not been properly certified, including your date of birth and address as set out in the declarations section of the Application Form.

Before we consider your application, additional checks may be carried out, which can include by electronic means using a third party, to establish proof of your identity and residence.

### **11.3 Minimum and maximum payments.**

You, your employer (if applicable) or a third party (i.e. relative, spouse or civil partner) may contribute to your True Potential Pension assuming you are classed as a relevant UK individual.

- Contributions made by you or a third party are referred to as 'Member Contributions'; and
- Contributions made by your employer are referred to as 'Employer Contributions'.

We will verify the identity of all contributors into your True Potential Pension before True Potential Investments will accept any payments from them. Please refer to **Section A - key features** for further details of contribution limits.

It is your responsibility to seek advice regarding any payments into your True Potential Pension.

### **11.4 Payments and tax relief.**

The True Potential Pension can accept:

- Debit card payments;
- Direct debits;
- Bank transfers;
- Cheque payments;
- Employer contributions;
- impulseSave®; and
- Transfers from existing pensions.

Contributions by cash, standing order or credit card are not accepted. Where contributions are paid by direct debit you may elect a payment date of either the 1st, 8th, 15th or 22nd of each month.

If an item is returned unpaid or subsequently reclaimed, we will debit your True Potential Pension with the



amount (and any interest that has been paid on it). If funds have been used to purchase Investments, we reserve the right to sell Investments to ensure that your True Potential Pension does not go overdrawn or returns to credit. You are responsible for ensuring all contributions are within allowable limits set by HMRC. Any interest payable to HMRC on overpaid tax relief will be deducted from your True Potential Pension.

The tax treatment of contributions differs:

- Member contributions are made net of Pension Relief at Source (PRAS) and we will make a monthly tax claim for member contributions paid in the previous tax month. It normally takes between 7 and 11 weeks for tax relief to be credited to the Trustee Bank account by HMRC. The value of the tax reclaim can only be invested once it has been received into your True Potential Pension and it has cleared.
- Employer contributions are made gross to your True Potential Pension and your employer reclaims tax relief directly from HMRC.

You may be able to pay more than a given tax year's annual allowance by carrying forward unused Annual Allowance from previous tax years, subject to certain conditions.

#### **11.4.1 ImpulseSave®**

ImpulseSave® is a form of personal contribution and must be from a card registered in your name. You must consider the tax treatment for this personal contribution for the taxation period in question.

#### **11.4.2 Bank accounts.**

Transactions received by electronic bank transfer will be allocated to your True Potential Pension.

Cheques received will be paid into the Trustee bank account held in the name of True Potential Trustee Company as Scheme Trustee and operated by us. This Trustee bank account will hold money for more than one member, but the entitlement of each member in the account will be separately identified and recorded for this purpose. The Trustee bank account will be held with The Royal Bank of Scotland plc or such other bank as we and the True Potential Trustee Company shall reasonably determine. You will receive 30 Business Days' notice if the banking service changes.

The True Potential Trustee Company will be the authorised signatories for the Trustee bank account. No other bank or other deposit taker's accounts may be used, unless agreed by the Scheme Trustee. There is no overdraft facility available on your True Potential Pension. No bank charges are currently payable, but this may change in the future. Where money is transferred to your pension, we will be responsible for the establishment of a member account in a form acceptable to True Potential Trustee Company and shall report to True Potential Trustee Company for all transactions and interest periodically.

All money transferred from the Trustee bank account to the pension is made to a client money bank account at a bank/Credit Institution of our choosing. All our client money accounts are operated in accordance with the applicable FCA client money rules.

#### **11.5 Transfers in or out of your True Potential Pension.**

You may arrange for a transfer of other registered pension scheme rights you may have to your True Potential Pension. You are responsible for initiating a transfer from any other pension scheme. We will assist with any transfer request, including chasing the pension scheme making the transfer, but will not accept any responsibility for any delays in receiving a transfer. We reserve the right not to accept certain types of transfer, including those from an occupational defined benefit scheme.

The provider you are transferring from may apply a penalty and you may lose benefits by transferring to the True Potential Pension. We reserve the right to charge a fee of £250 for administration of Income Drawdown pension cases under certain circumstances at our discretion. For example, pension cases that have been transferred to us and have subsequently had a full account value withdrawal request made within 12 months of the transfer. In specie transfers are permitted (if available).

True Potential Investments is dedicated protecting our clients' life savings and combatting pension scams. In doing so, we reserve the right to request additional information from you about your transfer out request, before processing. Additional information may include confirmation of employment from the sponsoring employer, should you wish to transfer from True Potential Investments to an Occupational Defined Contribution type scheme. In certain circumstances we may also request evidence of clients seeking guidance from MoneyHelper, the governments free and impartial support service, prior to processing your transfer out request.

### **11.5.1 Closing your True Potential Pension.**

You may close your True Potential Pension at any time and:

- Transfer all or part of your True Potential Pension fund to another registered pension scheme or QROPS;
- Secure a lifetime annuity from an Insurance Company provided you have reached the normal minimum age for taking pension benefits, or an earlier age if permitted by pension regulations; or
- Withdraw all funds under UFPLS/Drawdown.

Closure will not affect the completion of transactions already initiated. We are authorised to continue to operate your True Potential Pension after being informed (or otherwise becoming aware) of your intention to close your True Potential Pension for the purpose of settling or receiving money in respect of transactions already initiated and paying any expenses, fees or charges due to us or other parties.

Your True Potential Pension will need to settle any outstanding investment transactions, including the fees due to us and other third parties' fees or charges. Any residual money will then be transferred as stated above.

### **11.6 Cancellation rights.**

Under the FCA rules you have 30 days from agreeing to the terms and conditions in this document in which you can exercise your right to cancel:

- An application for a Pension;
- A request to transfer a value from one pension scheme to another; and
- Your first request for income withdrawal from your Pension.

If you have made a request to transfer an existing pension from another provider then notify us that you wish to cancel, if the funds have not been received from the original provider we will contact them on your behalf and ask that the transfer is cancelled. If the funds have been received from the original provider, again we will contact them and ask that they allow the funds to be returned. Please be aware that this is subject each provider's cancellation terms and may differ.

Upon receipt of a notification to cancel, we will return the funds to the account from which they came by BACs. If the funds have been invested, then it will take approximately ten working days to sell down into cash to return. If you are within the 30-day cancellation period and an investment purchase or cash transfer has been made and as a result the Platform Fee has been taken, this will be refunded. However, you should be aware that you will receive back the contribution or other form of deposit in question less any amount by which any relevant Investments may have fallen in value. Please be aware that the consequence of not exercising your

right to cancel is that you will not be able to access your funds until you are 55 years of age. If you decide to cancel your True Potential Pension, then you will need to inform us via any of the below:

Post: True Potential Investments  
Newburn Riverside  
Newcastle upon Tyne  
NE15 8NX

Telephone: 0800 046 8007  
Email: platform@tpllp.com

We will act on your notification of cancellation the date it was dispatched.

### **11.7 Taking benefits.**

Please refer to **Section A - key features** for further details in respect of how you can take your benefits.

If you are able to access your pension via Capped Income Drawdown from your True Potential Pension, then following the payment of Pension Commencement Lump Sum the balance of the benefits crystallised will be used to calculate a maximum amount of pension income that can be taken each year.

Alternatively, you may choose to access your pension income through Flexi Access Drawdown, meaning that following the payment of your Pension Commencement Lump Sum the balance of benefits crystallised are able to be paid as pension income. Up to the value of the crystallised benefits, without being subject to a maximum amount.

We may require additional documentation in order to process an Income Drawdown request.

We will only pay 25% of the fund value at the time of the benefit crystallisation event as Pension Commencement Lump Sum unless informed that a greater Pension Commencement Lump Sum entitlement is available and upon receipt of relevant certification documentation.

We will require written confirmation if you wish to sacrifice a Pension Commencement Lump Sum entitlement in favour of a higher pension income.

In respect of Capped Income Drawdown designations there will be one arrangement and one maximum limit set for this arrangement. Should further designations take place from uncrystallised funds then this limit will be recalculated.

The benefit crystallisation event valuation date will be the latest of either;

- The date upon which we receive the benefit crystallisation event request;
- The date of receipt of the final transfer in or contribution inclusive of tax relief as stipulated upon initial application to True Potential Pension; or
- Or the date you reach the minimum retirement age.

Where you have requested to crystallise benefits upon receipt of multiple transfers, the transfer proceeds will be invested until the final transfer is received unless otherwise instructed by you to retain the cash in the trustee bank account.

Where Pension Commencement Lump Sum has been paid, we will not permit the recycling of Pension Commencement Lump Sum. Your pension income will be subject to income tax, which is paid through Pay as you earn (PAYE). Pension income is currently not currently subject to National Insurance.

We will only make payments net of any Lifetime Allowance charge or PAYE due to the HMRC. Regular pension income payments will be made on the 1st working day of the month, at a frequency of either monthly; quarterly; half yearly or annually. We will require 10 working days' notice to add you to the next available payroll run. Any one-off ad-hoc or UFPLS payments will be made as part of weekly payroll, which is payable on a Friday.

### **11.8 Changes to the terms.**

We may make reasonable and appropriate changes to these Terms at any time, for reasons including but not limited to the below:

- To meet current or future changes in law;
- To reflect new industry guidance or codes of practice;
- To correct inaccuracies, errors or omissions;
- To make the Terms easier to understand;
- To reflect any changes to the services provided;
- To reflect any changes in our systems, processes and procedures.

If we make any changes to these Terms, the latest version will be available in the Documents section of your Client Site. You should refer to the Terms regularly. Where we reasonably consider that changes to the Terms are material or detrimental to you we will notify you, giving you a minimum of 30 days' notice of the proposed change.

Changes that are necessary due to reasons outside of our control (including but not limited to changes in legislation) and/or which are immaterial and/or not to your detriment may take effect immediately and without notice. If you are not happy with any change we make or plan to make to the Terms, you can close your True Potential Pension in accordance with these Terms.



Head Office: Gateway West, Newburn Riverside, Newcastle upon Tyne, NE15 8NX

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