



The Forthplus SIPP  
**Terms and Conditions**

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## Important Information about the Forthplus SIPP

The Forthplus SIPP is a Self Invested Personal Pension provided by Forthplus Pensions Limited.

These Terms and Conditions explain what you can and cannot do with The Forthplus SIPP. You should read this entire document before completing your application to ensure that you fully understand the scope of the product which you are applying for.

The Forthplus SIPP is established by the Scheme Trust Deed and governed by the Scheme Rules. By applying for The Forthplus SIPP, you agree to be bound by these Terms and Conditions, the Trust Deed and Scheme Rules, and understand these may be amended from time to time by subsequent deeds.

These Terms and Conditions should be read alongside the Key Features Document and your Personal Pension Illustration to ensure you understand the product before you complete the application form. Furthermore, your financial adviser may provide you with additional documents relating to their advice and the investments which you may use within your pension.

If you have any questions about any of these documents, you can contact your financial adviser, who will be able to go through everything with you, or alternatively, you can contact us.

We are not able to provide you with any financial advice, any comments or commentary on the suitability of The Forthplus SIPP, or any comments or suggestions relating to any investment decisions. However, we can provide factual information clarifying these terms and our other documents if you need more information on them.

You can contact us by email, telephone or in writing using the following, and we will endeavour to respond to you within three working days.

UK: 0131 718 0686  
From abroad: +44 131 718 0686  
Email: [enquiries@forthpluspensions.com](mailto:enquiries@forthpluspensions.com)  
Address: 83 Princes Street, Edinburgh, EH2 2ER, United Kingdom

The Terms and Conditions expand on the establishment document of The Forthplus SIPP which is the Trust Deed and the Scheme Rules. The Trust Deed and Scheme Rules set out the formal structure of the pension scheme. A copy of the Scheme Rules is available for inspection on our website, or alternatively, you can contact us and request a copy.

When you complete your application to The Forthplus SIPP you are confirming that you have read and agree to all of the following documents, you are entering into a legal contract and that you want to be part of the Scheme:

- The Application Form
- These Terms and Conditions
- The Key Features Document
- Fee Schedule
- Your Pension Illustration

## Scheme Administrator

The Scheme Administrator, which is the party responsible for operating the pension scheme, is Forthplus Pensions Limited (Company Reference: 07990504). Forthplus Pensions Limited is authorised and regulated by the Financial Conduct Authority (FCA), Reference: 653170 to provide this product. The FCA is the financial services regulator in the United Kingdom (UK).

You can find further information on our permissions with the FCA by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) and clicking 'Search the Register', or by contacting the Financial Conduct Authority, Monday to Friday, 8am to 6pm (UK Time), or Saturday 9am to 1pm, on:

UK: 0800 111 6768 (Freephone) or 0300 500 8082  
From abroad: +44 20 7066 1000  
Email: [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk)

Forthplus Pensions Limited is authorised and regulated to operate, establish and wind up pension schemes, but we do not hold permissions to provide financial advice, tax advice or assess the suitability of the product or any of the underlying investments. You should consult with a financial adviser who holds appropriate permissions to advise you in this regard.

## Scheme Trustee

The pension scheme trustee, which is the entity which holds your pension assets on your behalf, is Forthplus Trustees Limited (Company Reference: 09459216).

Forthplus Trustees Limited is a Corporate Trustee, established to operate as a 'Bare Trustee', which means that it is a separate entity set up with the sole purpose of holding the assets of the pension scheme on behalf of the beneficiaries of the scheme.

The Trustee will act on the instructions of the Scheme Administrator, or (with regard to investments) on the instructions of the member or the member's appointed professional adviser or appointed third party.

## Scheme Structure

The Forthplus SIPP is a UK Registered Pension Scheme registered with HMRC (HM Revenue & Customs) with a Pension Scheme Tax Reference of 00827309RK.

## Joining the Scheme

We expect all applications to be made through a financial adviser or an introducer who has been approved and continues to hold the relevant permissions to introduce you to the product, in accordance with the Appointed Advisers & Third Parties section of these Terms. If an application is being made without a financial adviser, or without an approved introducer, you must gain the written approval of the Scheme Administrator prior to completing the application. Further details, clarifications and requirements may be imposed as a result of this decision and your application may be delayed whilst these are fulfilled. We will not be liable for the impact of any such delays.

We may refuse your application or instructions at our discretion and we may not provide a reason for doing so. We may refuse your application for, but not limited to, the following reasons:

- Providing incomplete or false information
- Your failure to observe the Terms
- A disagreement or dispute with us
- As a result of a regulatory or legal requirement
- Any other commercial reason

We may also consider your application invalid if we subsequently, after accepting an application, discover any information that would have led to the application being refused had we known. In such cases, if you have already funded your pension in any way, you will be required to move the value of your pension, after any charges and costs have been deducted, to another provider. If your pension has been transferred from another provider you may be required to return your pension fund to the original provider and any payments made to the member from The Forthplus SIPP will have to be repaid immediately. We will not accept any liability for losses, charges, penalties or otherwise should this occur and reserve the right to make a statement to the relevant legal or regulatory parties should we feel obliged to do so.

There is no minimum or maximum term to your contract with us. However, please remember that under current legislation you are unable to withdraw from a pension scheme until you are 55 years old (except in certain exceptional cases defined in legislation, such as in the case of Serious ill Health), increasing to 57 years old in 2028.

## Appointed Advisers & Third Parties

### Appointing Third Parties

You may appoint a third party to act on your behalf in respect of your pension fund by appointing a professional adviser, such as a financial adviser, by using a Power of Attorney, or in the case of a member under the age of 18, by evidencing your capacity as their legal guardian. You may also give a third party limited 'Information Only' access to your policy, without authority to make instructions on your behalf.

Depending on the terms of such an appointment, this individual may act in addition to yourself. For example, where your life makes you uncontactable for periods of time, or in place of yourself, for example, where the member is under the age of 18, or is mentally or physically unable to act on their own behalf.

Any Power of Attorney will only be replaced or revoked where actioned and ratified legally. Legal Guardianship may be revoked after the age of 18, though may not be automatic depending on circumstances, by instruction from the member.

In the case of any conflicting instructions between you, and your appointed third party, your instruction will prevail, including the removal of any such party, except in the case where a Power of Attorney instructs otherwise or you as a member are under the age of 18.

### Information Only Authority

You may instruct the Scheme Administrator to share information on your policy, or create an online access with 'read only' permissions with a third party. This authority must be provided in writing and signed on the form provided or using the online request system.

Where you have appointed a third party to receive information on your behalf, including a financial adviser, accountant or other third party, you authorise us to provide information to that party on the policy as if we were providing information to you until any such authority is revoked or altered.

This individual will be able to view the same information as you, including all personal information and communications issued to you. However, will not be entitled to make any instruction or request any action on your behalf.

### Appointed Professional Advisers

A professional adviser is a financial adviser, tax adviser, wealth manager or similar appropriately regulated entity. They can act on your behalf, or advise you, in respect of your pension fund, its funding, its underlying investments, and your surrounding personal circumstances.

You may appoint a suitably qualified professional adviser to manage your investments held in your SIPP. Where an adequate Power of Attorney has been provided, we will act on instructions provided from third parties currently appointed by you to act on your behalf. We will consider any instruction received from this third party to have been provided by yourself without recourse to yourself unless such a required verification and confirmation step has been requested during the appointment process or subsequently by you.

Forthplus Pensions Limited requires any appointed professional adviser to have current Terms of Business with us before they can act on behalf of you and your policy. If you change adviser to a firm without Terms of Business or are introduced by a firm without Terms of Business, we must first complete these with the firm before they can act on your behalf. These Terms of Business are developed for your protection and are required by our regulator.

We reserve the right to delay acting on or not to act on an instruction from any professional adviser without the need to provide a reason where we have concerns, wish to perform spot checks on continued authority, or where we believe there may be cause to not be able to receive instructions from that party whilst we perform checks to ensure the authority and ability to act remain in place. We will not be liable for the impact of any such delays.

If you wish to change or remove an appointed professional adviser or a party holding 'Information Only' permissions, you should provide us with a completed form notifying us

of the replacement or revocation. This form is available on our website and as an online form through your online access. Our systems will be updated on receipt of the instruction and any parties requiring this information will be contacted within 30 days of receipt of the notice. If you require urgent action for any reason, please contact us using our details in the Communications section within these Terms.

Where a professional adviser is no longer able to act on behalf of a client we may revoke their access to your policy, both online and the ability to gain information and make instructions on your policy. Reasons for this may include, but are not limited to

- Your change in region of residency to a region your adviser currently has not informed us they are permitted to operate and advise
- A change or removal of the permissions of a firm or for an individual either enacted by themselves or put in place by a regulator
- Outstanding information required from the firm or an adviser
- Discovery of regulatory action pending or being enacted by a regulator
- Other legal, regulatory or commercial reasons

In certain circumstances, we may not be at liberty or can choose not to share the reasons for such a removal. Removal may be temporary, i.e. while further clarification or documentation is being sought, or may be permanent.

In these circumstances, we will not act on instructions received until the matter is resolved or until a replacement adviser has been appointed.

In some circumstances we may be able to proceed on instructions received with additional confirmation from yourself, though we reserve the right not to proceed with instructions where we feel a currently appointed professional adviser should be in place.

The appointment of a professional adviser will be made with a firm and not an individual. If an individual leaves a firm, then the firm will be notified that a replacement adviser will need to be appointed. If you do not wish to be represented by that firm any longer in this circumstance you should notify us of your replacement professional adviser.

### Adviser Authority and Remuneration

We require all introductions to The Forthplus SIPP to be made through an appropriately regulated professional adviser, who must carry the relevant permissions to practice financial advice in your region.

It is your responsibility to select a professional adviser and confirm to us that they are authorised to act on your behalf in relation to The Forthplus SIPP. You must do this by completing the professional adviser notification form available via our website.

Your professional adviser will be granted authority relative to the level you permit during application, and this can be changed or revoked by contacting us using our details in the Communications section within these Terms.

You can notify us of a replacement professional adviser in the same manner using the forms available online.

Regulation of professional advice is subject to the jurisdiction in which you are resident and the product you are invested in. If you change your country of residence, you must notify us immediately. If your professional adviser is not permitted to provide advice from your new country of residence, you must find a replacement professional adviser.

Failure to notify us of residency changes, or to maintain an accurate record of normal and tax residency, could have significant impact on your pension fund, consumer protection, the functionality of your pension fund, and on appointed third parties. We will not be liable for any loss, charge, penalty, legal or regulatory, nor loss of consumer protection resulting from false, incorrect, or failure to update residency information.

If you remove your professional adviser, or they are removed due to a change in circumstances, you must notify us of your replacement as quickly as possible. If you do not appoint a new professional adviser, we may be required to place certain restrictions on actions you can take on your pension plan.

When you remove a professional adviser, any adviser charges due after that date will not be payable, though subject to the terms of the professional advisers Remuneration clause of these Terms, you may still be liable to settle certain charges. If these charges are to be settled using the pension fund, and are compliant, you may instruct us to settle these on your behalf.

Your professional adviser will normally charge a fee for their services in the form of an adviser charge. You will be able to make private arrangements with your adviser to settle this charge. However, although we accept no liability for any adviser charges, we can facilitate the settlement of this charge using your pension fund's bank account. If you wish for these charges to be paid you must complete the relevant form and provide this to us.

We will only settle any such charges where a completed instruction on our forms has been submitted, either with application or subsequently, where the professional adviser provides an invoice for these services, and where your adviser holds Terms of Business with us and is able to act on your behalf based on the information we hold.

By virtue of these terms you grant us permission to make any such payments to your professional adviser unless instructed otherwise by you within 14 days of us accepting your SIPP application.

None of the charges deducted from your pension fund in settlement of invoices should be remunerated to you – this is a breach of these Terms.

We reserve the right to refuse to pay any fees or charges from your pension fund, without the need to provide a reason, where we reasonably believe:

- The fees may be considered excessive or are outside of the parameters we or the regulator may impose
- Are outside of arrangements made between you and the adviser that we have knowledge of, unless confirmed in writing by you and in accordance with the rest of these Terms
- Are not in line with these Terms and Conditions
- The authority of the adviser is considered invalid prior to receipt of the instruction
- Where we have a legal or regulatory concerns
- Where we have responsibility not to pay the amount
- Where your residency or personal circumstances mean the payment should not be made
- Where we have reasonable suspicion that the fee may be paid to you

Any adviser charge paid from your pension plan to your professional adviser must only be in relation to advice and services received in relation to The Forthplus SIPP, its investments and otherwise, and must not be in respect of remuneration for any advice received for unrelated products or services.

Adviser charges may be payable with or without VAT. Neither Forthplus Pensions Limited nor any of its associates are able to provide you with advice as to whether VAT is applicable or not.

Only one arrangement for adviser charges can be set up at any time, and any new instruction will replace any previous instruction in full.

## Communications

In order to give notice to us, instruct us, contact us or provide information, you are able to contact us using email, fax, in writing, the online communication system and telephone.

Instructions, notices and communications can be sent to one of the following:

- Our Head Office at: 83 Princes Street, Edinburgh, EH2 2ER, United Kingdom.
- Any of our forwarding offices as listed on our website under [www.forthpluspensions.com](http://www.forthpluspensions.com)
- By email to [enquiries@forthpluspensions.com](mailto:enquiries@forthpluspensions.com)
- Through our online system using your own username and password login (where available)

### Or during working hours of 9:00am – 5:00pm (UK Time)

- By calling the Customer Service hotline:
  - From UK: 0131 718 0686
  - International to UK: +44 131 718 0686
- By calling one of our dedicated local service lines:
  - For UAE: +971 7 233 1855

We will rely on any communications which we reasonably believe to have been provided by you (or on your behalf). We will validate your identity on any contact with us and therefore, you will be required to honour any instructions made by you or on your behalf and will be liable for any expenses incurred as a result of these.

Where an instruction is made by telephone, a recording of this conversation will be retained for our records and to confirm the instruction. However, we may, at our absolute discretion, request any such instruction to be confirmed in writing by post, fax, email or through our online system.

Where a form is required to complete the instruction, we reserve the right not to action any instruction and instead provide you with notice of the requirement to complete the form or declaration in full. We will not be liable for instructions being provided which are not on the latest prescribed documentation or in a format which we confirm is unacceptable and any delays caused whilst we request and receive instructions in the required format.

When receiving any instruction, we may take steps to validate the authenticity of any instruction and the completeness of the application. We reserve the right, without the requirement to give you any reason, not to action an instruction. This could be as a result of spot checks on instructions, review of activity in line with our anti-money laundering duties, concerns from a regulatory or legal perspective or additional compliance requirements relating to certain activities, investments, individuals, regions and introducers. We do not accept any liability for any impact of such delays, but will endeavour to minimise any such delays wherever possible.

On application, you will be provided with login details to set up your online access, to which all communications will be sent. It is essential that you activate this facility as quickly as possible to ensure that you receive all communications from us in a timely manner. The email address provided will be the one used to confirm that communications have been received in your online area, from which you will be required to access and login to your online facility. Some notifications require actions from you and therefore it is highly recommended that the [Forthpluspensions.com](http://Forthpluspensions.com) domain is added to your 'Safe Senders' list (or equivalent) to ensure that communications are able to be received in a timely fashion. You are able to increase or reduce the type of communications provided to your email address relative to your intentions, though we recommend that you closely monitor your online communications forum if you do not have email notifications set up.

We reserve the right to only issue notices through the online communications system and on delivery of such notices we will deem notice to have been given.

We will not be liable for ensuring that any documentation has been received and will not be liable for the loss of any document, or the cost of replacing them, or any other costs.

We will not be liable for any postal issues, spam filter issues or any other reason beyond our control which may result in notices not being received in a timely fashion or not being received at all. Communications and notices will be issued using the online system and notification will be sent to your registered email address provided by you. We will not accept any liability where the information provided by you is found to be incorrect. We are not responsible for the loss of any document or the cost of replacing them, or any other cost, loss or delay resulting from this loss or failure of delivery of any communication, provided this has been remitted to the email address, your login within the online system, or the postal address provided by you.

In certain circumstances we may communicate with you using the postal system, email or facsimile from outwith the online system. You must therefore ensure your details are kept up to date and any changes are notified to us.

We reserve the right to delay or refuse illegible or incomplete instructions and notices. Handwritten, scanned and faxed instructions may be accepted where provided in a

format or on a form provided by us. However, we will not accept any liability where mistakes are made as a result of any illegibility or lack of clarity due to instructions being handwritten. Where an instruction is provided that is not legible, we may require additional clarification in writing, by email or by telephone, depending on which we perceive as most appropriate based on the information required. This may cause a delay for which we will not be liable.

Instructions should be sent to the Scheme Administrator using the online system. Scanned and emailed instructions, faxed instructions and posted instructions may also be accepted but will need to be remitted from a registered location. Emails must come from your registered email address, faxes from a registered fax address, and any instruction made on forms must carry your signature or that of your appointed professional adviser.

Any instructions received through the online system will be considered to have been sent by you. You should therefore take all reasonable steps to ensure the safety of your access, including keeping your login details safe and secure, do not share them with anybody and take additional measures to ensure that the area remains secure, such as regularly changing your password and reviewing activity on the account.

There may be circumstances where duplicate or corrective instructions are issued to us, or where instructions are received from different sources. It is therefore important that all instructions are dated and that any changes to instructions must reference clearly the instruction which it is to replace or alter.

Where an instruction is posted and is subsequently requested to be altered by telephone or any other communication manner, we will endeavour to ensure the latest correction is effected. However, we do not accept liability when multiple instructions are issued and corrections are not clearly identified, or where an instruction is in process and it has not been possible to make a correction prior to its completion.

### Online Systems

On acceptance of your application to The Forthplus SIPP you will be provided with access to certain information through our online systems. And, if you have granted permission, your current professional adviser appointed by yourself, and their firm, will have full access to your information through their own accesses.

Access to these systems will be driven by a range of security protocols and it is your responsibility to ensure the protection of your username and password and notify us immediately if you suspect any irregular activity.

We will use the online systems to communicate with you in relation to your pension scheme and therefore it is important that you maintain an up to date email address on our records where we can notify you of new messages.

You will be able to contact us through the online system should you have any questions in addition to being able to contact us by telephone, post, fax or email.

We endeavour at all times to ensure the accuracy of the information which is displayed on the online system. However, should you notice any inaccuracies or errors, we request that you notify us immediately so we can update the system accordingly.

The online system is for information only and a significant amount of the information displayed may be provided by third parties. We endeavour to ensure that the information on this system is complete and accurate. However, information held may be out of date, inaccurate or erroneous, including where the information provided was incorrect. Should you notice any such error, please notify us immediately. We will not be liable for any inaccuracy of the information held on the systems, but will endeavour to ensure its accuracy as far as practicably possible.

If you have any concerns at any point, lose your login details, suspect theft or misuse or have any issues using the system, you must contact us immediately by completing the form at <https://external.forthplus.com/securityalert>. If your concerns are very urgent, we recommend that you also telephone the office to expedite matters, as requests may not be able to be dealt with immediately.

## Money In

### Contributions

You can (or a third party can on your behalf) make contributions to your SIPP.

You must notify Forthplus Pensions Limited prior to making any contribution, and prior to setting up regular contributions. Failure to notify us of this may result in the contribution being rejected and returned to the sender, or alternatively held for a limited period of time as cash until the relevant information has been provided. Where the contribution is pending such information, you will not be able to use the money.

Some contributions may be eligible for tax relief. When you make a contribution, you must complete the appropriate form which will inform us as to how we should treat the contribution. We will confirm each contribution's treatment on receipt and annually in your annual valuation statement. It is your responsibility to ensure you complete all information required and provide this to us, and it is also your responsibility to ensure that you remain within the contribution limits, and where legally obliged, inform us of amended annual allowance limits where these apply, such as where your annual allowance is reduced due to exercising your right to taking flexible pension with another provider. If you are a higher rate tax payer, any relief in excess of the basic rate tax relief must be dealt with directly through HMRC.

It is your responsibility to ensure that all relievable contributions are within the limits prescribed by legislation, and to manage any tax reclaims outside of the basic rate tax relief, and manage any penalties incurred with HMRC directly.

If in a tax year your contributions exceed your Relevant UK Earnings or other limits as may apply, excess tax relief may have already been claimed and received. Where this is the case, Forthplus Pensions Limited reserves the right to create sufficient liquidity to settle this excess liability and any charges, interest or penalties you may have incurred as a result of the action. We may take any of the following actions to create liquidity:

- Selling part or all of any held investments
- Unwinding investment instructions
- Transferring money between accounts
- An evidenced (by providing written confirmation from HMRC) arrangement made with HMRC for this matter to be dealt with from outwith the pension fund directly between you and HMRC

Where interest, charges or penalties arise we will not be responsible for these and they must be settled either from your pension fund, or directly.

You as a member confirm that you indemnify Forthplus Pensions Limited in respect of any liability that Forthplus Pensions Limited suffers or tax charges which Forthplus Pensions Limited is forced to meet arising in respect of the SIPP.

### Transfers into The Forthplus SIPP

The Forthplus SIPP is able to receive pension transfers from other pension schemes subject to the transferring provider agreeing to transfer, providing all of the necessary information that we reasonably require, and provided that it is a permissible transfer.

If the transfer is not permissible, either because of a regulatory reason, or because the transferring scheme is unable or unwilling to provide all of the required information, the transfer will not be accepted and any received funds in respect of that transfer will be returned. The transferring provider however is not obliged to return the funds to their previous state, in which case you may be required to start a new policy losing any guarantees which the previous policy held, or may need to find a new provider to accept the funds.

A transfer can be made as a cash payment, called a Cash Transfer, or as a transfer of a mix of cash and invested assets, called an In-Specie transfer. An In-Specie transfer is where some or all of the assets held in the ceding scheme are re-registered to the new provider. Not all assets can be transferred in this way, and any investment transferred will be reviewed in line with the Investment Policy to ensure that they are able to be held within The Forthplus SIPP. Where an

asset cannot be held within the Scheme, either because it is against the investment policy, the investment or current pension provider is unwilling or unable to re-register the asset, or Forthplus Pensions Limited is unwilling to accept the asset, we will communicate this with you and await confirmation on whether the transfer is to continue.

Pension transfers may take time to process and may involve several counterparties. Forthplus Pensions Limited will not be liable for any loss or loss of opportunity caused as a result of the time it takes to complete a transfer.

### Bank Account

On acceptance of your application, we will open a separate bank account for your pension policy, segregated from other pension bank accounts. This account will be the operating bank account for your SIPP. It will receive all contributions, cash transfers, be where your pension money is held pending investment, investment income will be received into and will be used to settle most fees and charges.

At the time of publication, the operating bank account provider is Barclays Bank PLC. We reserve the right to change the operating bank account provider should we deem it appropriate. Should we take this decision, we will confirm the new terms and provide at least 90 days' notice prior to the change.

Any interest payable by Barclays Bank PLC in respect of your account will be retained in your segregated account. Forthplus Pensions Limited will not keep any interest. For the prevailing interest rate please visit our website.

For the avoidance of doubt, at no point will any money be pooled with the funds of Forthplus Pensions Limited.

All benefits, investments, fees and charges are to be settled from the pension scheme operating account and therefore you must ensure that sufficient funds are retained in the account to cover these costs. Failure to ensure there are sufficient funds in your account on the day they become due for payment may result in investments not being completed. We also reserve the right to prevent the use of any money for investment where fees and charges are to become due within the next six months. It is your responsibility to ensure that sufficient funds are available for all upcoming due debits.

Where sufficient funds are not available to cover fees, we are entitled to take actions to create sufficient liquidity. Such actions include:

- Selling part or all of any held investments
- Unwinding investment instructions
- Transferring money between accounts
- Request settlement by way of contribution
- Require settlement directly by yourself from outwith the pension arrangement

We will endeavour first to take fees from other deposit accounts you may hold. However, where an investment is sold to cover fees, there may be a minimum withdrawal amount, or we may have to fully sell an asset, and there may be penalties for taking such actions. We will not be liable for the costs, penalties or missed opportunities which may result from us taking these actions.

Any charges for investment, bank charges, professional services, adviser charges and otherwise will be settled using your SIPP operating bank account. You must not allow your SIPP or any investments to become overdrawn and you will not be permitted an overdraft on your operating bank account. If an investment does come overdrawn, we reserve the right to take any actions necessary to correct this, including, but not limited to:

- Selling the asset
- Cancelling the investment arrangement
- Selling another asset and moving funds to cover the liability
- Require an urgent contribution
- Insist that corrective instructions are provided within a limited time period
- Take any other reasonable actions we see fit

We will not be liable for any costs, charges or penalties which may arise from the overdrawn status or the corrective actions we may need to take.

### Minimum Cash Balance

We reserve the right to insist that a minimum cash balance is retained in your pension scheme operating account to ensure that future charges and expenses can be covered, at a level set by us. Where we deem it necessary, the amount we insist on retaining in your account may be different to other policy holders.

For clarity, where this is the case, such funds will be retained in your pension scheme's bank account in readiness for expenses. They will not have been taken in advance, and therefore will remain visible in that account.

### Investments

Where you want money to be invested in a particular way, and you have not already made an agreement with us in respect of this, you will be required to provide us with instructions for each payment and cash transfer you make to us. Where an instruction has already been received, once funds have been received and validated, they will be invested in accordance with your instructions and confirmation will be remitted to you to confirm this action. Should you not receive confirmation of an investment or trade which you were expecting, you must contact us immediately to confirm that the investment has been placed. We will not be liable for any losses resulting from instructions not being provided, or where confirmation has not been received by you when an investment is expected and you have not taken actions to contact us.

Different investments carry different risks and potential returns and investments can go down as well as up, and you may not get back as much as you invested or even, in certain circumstances, lose the entirety of your investment. You should seek professional advice and review all documentation pertaining to an investment, including but not limited to, the key investment information documentation and any consumer protections which may apply to your investment.

We are not responsible for any losses you incur or any tax liabilities which arise as a result of your dealings with us. The Forthplus SIPP is a Self Invested Personal Pension and therefore the responsibility for investment choices remains with you.

Forthplus Pensions Limited has an investment policy in place with which we review each investment to ensure that it is permissible in line with the regulatory framework, our attitude to risk and other key market factors. We reserve the right to accept or refuse any investment instruction, and will review each investment in line with our investment policy and our attitude to risk to see if an investment is going to be permissible within The Forthplus SIPP.

The Forthplus SIPP is a Self Invested Personal Pension, which means that the investment choices are yours to make, though the investment must be permissible in line with these Terms, the Investment Policy, prevailing legislation and our attitude to risk. The Investment Policy confirms the type of investments we are willing to accept into The Forthplus SIPP and those which we will not permit.

A Self Invested Personal Pension is a long term investment designed to provide for you and your dependants in retirement and death. Investments should be relative to these circumstances, and reviewed regularly to ensure that the investments are performing as you expect, and that the investment strategy continues to suit your current circumstances. Investment values may go down as well as up and we provide no guarantee over any investment chosen for use by you within The Forthplus SIPP.

All cash and assets of The Forthplus SIPP will be held under trust in accordance with the Rules. Assets may be held by nominee or third party custodians on behalf of the Trustees subject to approval by the Scheme Administrator.

Each investment instruction, either directly or through an investment account, will be considered against this investment policy to ensure that it is permissible within The Forthplus SIPP, and where an investment is not going to be accepted, we will notify you accordingly.

For the avoidance of doubt, it is not possible to provide you with a list of investments which are permissible and which are not permissible, but rather we can provide you with our investment policy which covers the matter from a high level perspective.

All investment instructions must be remitted in writing from a person authorised to act in respect of your plan, along with the appropriate application form (unless agreed beforehand by Forthplus Pensions Limited that this is not required) using one of the agreed notification formats, which includes: remitted by post; remitted using the online system; remitted by fax.

Any instructions which we reasonably believe to have been provided by you, or on your behalf, will be actioned accordingly. We will notify you when an investment instruction has been received and is in progress, and we will issue confirmation when the investment has been made, and settled. All such confirmations will normally be issued using the online system. If you do not receive notification of an expected investment being processed, or receive notification of an investment which you did not instruct, or which you believe may not have been instructed on your behalf, you must contact us immediately by means shown in the Communications section above.

We will endeavour to pass on any communications from investment providers to you using the online communication system. Some of these may require action from you. You will be responsible for reading and instructing any responses to these where required. It is your responsibility to confirm your instruction. We will not be liable for not passing on such communications or for any instructions resulting from notices not being made to us within a timely fashion (being sufficient time for us to reasonably be able to collect and issue response within the timeframes offered, subject to other workloads). Certain corporate actions and otherwise may only be applicable to a certain type of investor. You must ensure that you are able to respond when replying to any corporate notice. In certain circumstances we may not be able to provide you with notice of a corporate action in time to allow a response to be formulated. Where this is the case, we will not be responsible for not being able to respond to any such notice nor any resultant impact of this.

Any corporate action response or election response will be considered full and final and cannot be revoked or varied. Should you require any advice on the election, you should contact your adviser. Where we have not received a response from you by the deadline imposed by Forthplus Pensions Limited, we will select the default election.

Note that we may impose deadlines which are earlier than the deadline of the actual corporate action notice. This is to allow sufficient time to consolidate responses and remit these in the manner prescribed to us by the investment provider. Where more than one Forthplus Pensions Limited customer holds a common investment, our response back to the relevant parties may be consolidated.

Some investment providers and other third parties will provide us with information on the latest value of your investments to allow your online access to remain updated. This information is provided on an 'as is' basis and we do not accept liability for the inaccuracy of any such third party information.

Where there is a deadline for investment, either to be able to gain preferential rates, or in order to be able to invest in the product at all, you must notify us of such a deadline in advance of placing the investment. We will endeavour to honour your request. However, we make no guarantee, nor will we accept any liability in the event that the investment is not placed within this timeframe. This includes, but is not limited to, accepting any liability for not achieving a specific rate, or being able to access an investment in time.

When you purchase an investment, specifics of the investment, alongside charges, upcoming corporate actions and other relevant information is available within the fund manager's Prospectus. You must ensure that you read and fully understand the content of this document prior to requesting investment into the product.

Each investment product will have its own terms, conditions, risks, features and charges and it is your responsibility to ensure that you fully understand these prior to investing within the product. Your pension plan will be fully responsible for any charges relating to each investment and at no point will we be responsible for covering any charges for an investment.

Investments may carry additional costs and/or taxes. Where your pension plan is responsible for paying these costs or taxes, we will take action to recover any costs and taxes at least annually, however, some costs and taxes may not be recoverable. Action to recover costs and taxes levied will be reactive to receiving costs and tax statements from investment providers, which are usually issued after the conclusion of each tax year.

Where any asset has been transferred from another provider to The Forthplus SIPP, this asset cannot be sold until the full ownership has been transferred into the new scheme and we have received adequate confirmation of this.

We accept no liability for any default or mistakes by any third party in relation to your investments.

You will not automatically receive statements or annual reports from underlying investment providers and we will not normally pass you details of shareholder action groups, though this information is usually obtainable through your adviser or directly from the investment provider.

We will not be able to pass on and you are not entitled to any shareholder perks or other benefits in kind which may be available as a result of holding, placing or changing an investment. Should you be offered or provided with such an offer from outside of the pension scheme as a result of your investment, we must be notified immediately such that we can review the matter, as usually this will carry a legal implication and potentially significant tax penalty for you and the Scheme.

## Discretionary Fund Managers

Subject to the investment provider being accepted by us with regards to our investment policy, you have the option to use a discretionary fund manager (DFM) to provide investment portfolio services in relation to your SIPP.

Certain fund managers may offer special pricing arrangements or specifically designed products to use with The Forthplus SIPP. While we make these available through our offering, we are not endorsing or promoting those as being appropriate for your circumstances and you should seek professional advice prior to proceeding.

Any assets or funds allocated to a DFM will be managed by them in line with their stated investment powers and limits. Such powers and limits will be outlined in the agreement between you and/or your adviser and the DFM.

You can have one or more DFMs operating over your assets at any time. If you have agreed a charge for the DFM services, this may be paid from your pension fund bank account or withdrawn from the assets under their management, howsoever the agreement defines.

In accordance with the limitation of our liability, we do not accept any liability for any of the actions performed by the DFM in the course of their duties.

Should you wish to remove or replace a DFM at any time, you should notify us in writing. In such circumstances, penalties or further charges may be applicable prior to the closure of the service.

## Statements

On an annual basis, or more often where legally required, we will provide you with an annual valuation report which will detail the current information of your pension fund, its investments, and its movements in the past year.

On receipt of this statement you should review the content to ensure that everything held is current and correct and in line with your expectations. Any inaccuracies or concerns should be raised with your adviser and ourselves such that the information can be put right.

## Fees and Charges

### Charges for The Forthplus SIPP

The Forthplus SIPP has a schedule of charges which is provided at the point of application, it is available through our website and is reviewed at least on an annual basis.

Charges will have an automatic inflationary increase each year. Any charges with additional increases beyond this will be notified to members as below.

We reserve the right to change the terms of the schedule of charges by providing either 30 days' notice during a year, or as part of an annual review performed at the end of each calendar year, again providing 30 days' notice of any such changes.

Notification of such changes will be provided through the online system and to your professional adviser.

Where permitted by the FCA, Forthplus Pensions Limited may receive payments from investment managers and other providers with whom it places business for the distribution and administration of their investments.

Forthplus Pensions Limited believes in full transparency and where any such arrangements are in place, this will be made clear in the relevant marketing material.

NOTE: For the purposes of the following, the due date is the first date on which a fee may become due, and not the last date by which it must be paid. For example, a renewal fee will be due on the anniversary of the SIPP's establishment and must be settled within 28 days of that due date.

For regular administration fees, charges are due on the anniversary of the establishment of the SIPP, which is the date confirmed on the Welcome Pack issued on acceptance of the SIPP application. For event-driven regular fees, such as the annual charge for pension payment, this will be charged on the anniversary of the event.

Forthplus Pensions Limited reserves the right to review all actions carried out throughout the lifetime of the pension product and collect any outstanding or uncharged fees which have previously not been deducted. Furthermore, we can take action to offset or refund any charges levied against the pension plan by us for actions not completed, as part of the annual review, at any point where such an error is discovered, or as notified by you or your appointed third party.

### Investment Charges

Investments will carry their own range of charges and may remunerate your professional adviser and other relevant parties. These charges are separate from the charges we make in respect of your pension fund and should be confirmed with your professional adviser prior to proceeding with each investment.

## Insufficient Funds

Where you have insufficient funds to cover any charges that you owe us, and you have not taken steps prior to one month before the due date of these charges to create sufficient liquidity to cover these charges, we reserve the right to sell part or all of any asset to cover these charges. We do not accept any liability for any charges, penalties or otherwise which your plan may receive as a result of these actions.

You are able to make contributions or settle charges directly instead of using the pension funds. Where you wish to settle charges in this manner, notification must be provided at least 30 days in advance of the fee becoming due such that any automatic asset sale can be put on hold. You will be given 30 days from the due date to ensure that sufficient funds in full are available in this case, and failure to honour this timescale will result in us proceeding to create cash in the designated bank account through asset sale(s).

Once such actions have been taken to create liquidity, you will continue to be liable for any outstanding balance which the sale could not cover.

Where fees and charges are not settled within 28 days of the due date, interest will begin to accrue on the outstanding amount at 5% per annum above the Bank of England base rate from that 28th day, accrued daily on a compound basis. Should there be a valid reason for not being able to settle a charge within this period, you must contact us in writing prior to the due date with an explanation, Forthplus Pensions Limited will consider each circumstance on a case by case basis and retain its ability to make a payment arrangement where it deems it absolutely necessary. We offer this service at our discretion and can withdraw it at any time.

Forthplus Pensions Limited reserves the right to notify other financial institutions and credit reference agencies of the failure to settle such charges, which may result in an adverse effect on your credit rating. Forthplus Pensions Limited reserves the right to take legal action against you for the recovery of a debt, and in this case you will be liable for any and all expenses incurred by us.

## Money Out

### Benefits and Drawdown

Please note that except in the case of serious ill health, you are not able to take any benefits from The Forthplus SIPP before the age of 55, increasing to 57 in 2028. If you think you qualify for the serious ill health exception, please contact Forthplus Pensions Limited or your professional adviser to validate your claim before taking any action.

The Forthplus SIPP will not provide benefits in the form of a Scheme Pension and will not accept the transfer in of Scheme Pension benefits and payments.

### Instructing Drawdown

Before requesting the payment of benefits you must ensure there are sufficient funds in the designated bank account to provide you with the intended benefits and notify us in writing using the applicable form available online through our website.

Where the withdrawal will take the total value of the SIPP to below £3,000 we reserve the right to pay the whole amount out in one go, subject to charges, and close your SIPP accordingly.

Taking benefits on a flexible basis will trigger a money purchase annual allowance. Your professional adviser will be able to explain this in more detail. Please note that under current legislation where you take your pension on a flexible basis you may be required to inform other providers and may receive a penalty if you do not do this.

### Amount of Pension

Where applicable, the maximum amount of pension you can take is calculated in accordance with the current legislation. There is no limit to the amount of pension you can take with Flexible Drawdown, though if the requested amount is greater than the value of the SIPP at the point of payment, the payment will not be made.

### Tax on Pension

Tax is charged on pension payments in accordance with the amounts applicable to the amount being received, subject to any tax free allowance that may be available on the payment. Tax is charged on a Pay As You Earn (PAYE) basis meaning that any applicable tax is paid to HMRC directly. It is your responsibility to report all income to HMRC, who will be able to provide us with an updated tax code if applicable. It is your responsibility to contact HMRC with information at the end of each tax year and manage a reclaim of any overpayment or settle any underpayment.

We are only able to apply tax codes as provided by HMRC or as dictated in our regulatory guidelines. If you are eligible for a different tax code, either as a result of circumstances, residency, a double taxation treaty or otherwise, you must contact HMRC to have this information updated with them, who will in turn notify us in due course.

### Lifetime Allowance

Where the value of the pension being crystallised makes an individual exceed their Lifetime Allowance, a tax charge will be applied in accordance with the legislation prior to any payment. It is your responsibility to ensure that all information on previous drawdown events from other providers have been notified to ensure this obligation can be met.

### Pension Frequency

Pension payments are made on 28th of each month. Where 28th falls on a weekend or non-banking day, payments are made the working day before that. Pension payments are made by BACS. Or, where international, SWIFT. Any bank charges on payments such as SWIFT will be deducted from the cash account, therefore sufficient additional funds must be available for this.

### Changes to Pension

You can change regular pension payments, have one off payments or stop payments by notifying us in writing at any time.

Notification will need to be made before the 10th of the month in order for it to take effect in that month, otherwise any changes will take effect in the following month.

### Settlement of Pension

You must ensure that there are sufficient funds available for pension payments. If insufficient funds are available to cover pension payments and charges, the pension payment will not be made and will require reinstruction, or where the payment is a regular payment, will require confirmation that the payment is to recommence.

If there are not sufficient funds in the designated bank account to make a regular payment in a particular month, the regular payments will stop until confirmation has been provided to us that sufficient funds have been generated and that the payments are to recommence.

### Income Drawdown

All members of The Forthplus SIPP qualify for Flexible Pension, however, certain members will have taken drawdown pension funds prior to April 2015 or transferred a pension in payment from a provider which does not provide Flexible Drawdown.

Members will not be entitled to additional tax free cash for any portion of the funds which have already been used to provide benefits, such as where they have been designated for capped drawdown. Until elected to change to Flexible Drawdown, the amount of income you can take may be limited.

Where you remain in capped drawdown there will be a maximum income limit placed on your pension income and this limit will be reviewed regularly in accordance with legislation. Further detail can be provided in respect of this on request. If you have any questions you should discuss this with your adviser.

### Cancellation

You are entitled to cancel a drawdown instruction within 30 days of instructing it. If you elect to do this, we will retain the charges related to the work carried out and you must return all money which has been received, in its entirety.

### Transfers out of The Forthplus SIPP

You can stop taking drawdown and transfer your pension, either as part or as a whole, to another provider or to purchase an annuity at any time, subject to the receiving scheme accepting the transfer or accepting your application for an annuity purchase, by instructing us.

We will be able to transfer your pension fund to another provider only where that transfer is considered a permitted transfer for the purposes of legislation. Under the current rules, this requires the transfer to be made to a Regulated Pension Scheme in the UK, a Qualifying Recognised Overseas Pension Scheme, or an eligible annuity provider.

Both you and the receiving scheme will be required to provide us with a range of information in order to facilitate the transfer. Where this information is not received completed and in full, we will not be able to complete the transfer.

In certain circumstances we may carry out additional checks on the receiving scheme, intended investments and otherwise, such as where we suspect potential pension liberation activity or as part of our regular monitoring and auditing practices to help in the prevention of pension liberation. Where we carry out such checks we will not be liable for any loss or missed opportunity caused by a delay arising from the checks.

We reserve the right to share information of rejected and suspect transfers with HMRC, the regulators, fraud investigation officials and other providers.

## Death Benefit Options

In the event of your death, your representatives should send us either the original or a certified copy of your death certificate. If the death certificate is not in English, it will need to be translated by a legally recognised body prior to being provided. These Terms will continue to apply until your SIPP is closed.

As part of the application, which can be updated subsequently at any time in writing, you are able to nominate individuals you wish to receive your pension benefits in the event of your death. We will take any such nominations into account when arranging the payment of your benefits.

Beneficiaries will be permitted to receive pension benefits or the pension fund in the manners prescribed by legislation at the point of death, and they will be transferred or paid subject to any tax liabilities.

In accordance with the Termination clause of these Terms, where death benefits are to be paid to a dependant in the form of flexi-access drawdown, the dependant will become bound by these Terms until the value has been extinguished.

## Amendments

We reserve the right to change these terms, including our fees and charges, from time to time, either in part or in full by providing you with reasonable notice of the changes.

We will notify you of these changes in writing using the online system. The latest version of these terms will be available on our website should you need to make reference.

The reasons we may make changes to the terms:

- If there is a legal or regulatory change which we need to put into effect covering the Scheme, the Trustee or the Scheme Administrator
- Where the tax rules or tax exemptions relating to the Scheme change
- Where there is a legal or regulatory requirement change which relates to the system, its provision, management or its operation
- If any of the outcomes of a ruling from the Financial Ombudsman Service or the Pension Ombudsman Service need to be reflected within the Terms
- Where any of the clauses within these Terms become impracticable to enforce as a result of any legal or regulatory changes beyond our control
- To reflect increase in our costs associated with providing the products
- To reflect improvements to the product from a technological, service or propositional enhancements
- Where such changes would not be to your detriment, including to correct errors and inaccuracies

We will give you at least 30 days' notice of any changes, unless it is not reasonably possible for us to do so such as to comply with regulatory or legal changes.

If we make a change other than those listed above, you will be entitled to contact us and confirm an intention to transfer to another provider within 90 days (which will be extended

if delays mean this process takes longer than expected as a result of actions between ourselves and the receiving scheme). There will be no charge for this transfer, although other fees and charges will still be payable.

Incidental amendments, such as the correction of typographical errors, clarity or drafting will be effected immediately and will be available on the website.

### Termination and Wind Up

These Terms will remain in force until your membership of the pension scheme ceases or until the SIPP has no value (for example through full benefit withdrawal), at which point the SIPP will be terminated.

You can cease membership by transferring to another provider the full value of the pension, by taking all benefits from the pension plan, or by buying an annuity with the remainder of the pension fund.

Death will be considered termination of contract once the processing of probate order has been completed and the entitlement of the deceased has been extinguished either through the transfer or payment of benefits in accordance with the current legislation, subject to any tax liability. Where death benefits are to be paid to a dependant in the form of flexi-access drawdown, the dependant will become bound by these Terms until the value has been extinguished.

In order to transfer out of The Forthplus SIPP you must provide the completed transfer discharge forms and identify an eligible receiving scheme which is willing to receive the pension. The pension scheme will only be considered terminated on completion of the transfer out, and until completion of this process, the plan will continue to be liable for all fees.

Should a policy be cancelled and additional funds become available, such as further dividends from closed investments or unpaid interest, we will endeavour to pay these on to the scheme into which the policy was transferred. Where the receiving scheme is not able to receive these funds, or where the SIPP was closed due to full withdrawal, we will endeavour to pay these amounts to you, where legally permitted, and where not, will seek confirmation from you of what action you wish to take. Your available options may include:

- Start a new policy within The Forthplus SIPP to hold the benefits
- Start a new policy with another provider to receive the benefits
- The purchase of an annuity using the benefits

Your options may be limited or subject to restrictions depending on the size of the amount received, the prevailing legislation and your personal circumstances and may require advice from a professional adviser and/or HM Revenue & Customs.

### Cancellation

You are normally eligible to cancel your application to The Forthplus SIPP within 30 days of our acceptance of the application, unless you have explicitly notified us of your intention to waive this entitlement.

Additionally, each transfer in and out of the Scheme will carry its own 30 day cancellation period from the point of requesting the transfer, although the ceding scheme may not be obliged to receive the transferred funds back if the money has been sent, or reinstate the pension if it has been unwound. You are not able to waive your entitlement to cancellation on transfers.

In most instances, you will not be eligible for cancellation rights in respect of underlying investments.

Where you wish to exercise this right, please refer to the Key Features Document for more information.

Where investments are sold you may suffer a shortfall between the amount received and the value you get back after cancellation. We are not liable for any shortfall that arises. Any shortfall will be borne by you.

### Inactivity and Cancellation

Where a SIPP has been established but no action has been taken to instigate a transfer or a contribution (i.e. no funding attempts have been made) and we have been notified that this product is no longer required by the applicant, application can be made to Forthplus Pensions Limited for the product to be cancelled. Where this is the case, any outstanding charges will be waived and the product will be cancelled.

Regardless of these circumstances, any data received will be retained in accordance with our responsibilities. If for any reason a policy remains unfunded but actions have been taken to instigate transfers or contributions, which have not yet completed for whatever reason, part or whole charges may remain applicable, but will be reviewed on a case by case basis. Forthplus Pensions Limited alone retains the right to be able to confirm whether a case can be cancelled with or without charge and, subject to its legal responsibilities, is under no obligation to cancel a policy without charge, whatever the circumstances.

When exercising your entitlement to cancel the application or transfer, we will not normally take our charges, allowing the full amount to be returned back to your ceding provider (subject to their acceptance), or onward to a newly elected pension provider. Though please note that bank transfer charges and other ancillary charges may apply, and where you have taken chargeable services from third parties in respect of the establishment of your SIPP and these charges remain due, you will remain responsible for these charges.

Note that if you elect to cancel within 30 days and the funds either cannot or will not be transferred to the ceding scheme, we require instruction to transfer to an alternative pension scheme within 30 days from that notification. We understand it may take longer than this to complete the transfer. However, if we do not receive confirmation of the receiving scheme within this period then we reserve the right to charge for the establishment and administration of the pension product.

### Other Important Information

#### How we use your information

We may obtain data from you, including personal data, through the application process and throughout the term of your relationship with us. This data may be collected from any of the following:

- Paper and online Forms
- Supplementary documents and evidence provided
- Use of the online systems and by cookies tracking use of the online system
- As provided by third parties
- As requested from third parties
- Recordings and transcripts of telephone conversations
- As a result of meetings
- Otherwise as part of our day to day duties

Any new information which you provide may be used to update our record of you or retained to complete our understanding of you as a client.

As a financial services product provider within the UK, we are bound by the Data Protection Act 1998 and all data is managed and held in accordance with our obligations under this legislation, as may be updated from time to time.

We have registered with the Information Commissioner's Office as data controller, Registration Number: ZA134048. We take steps to ensure that your personal data is stored securely and in accordance with the Data Protection Act 1998.

We will retain your personal data to keep a record of our relationship, and your personal data will only be retained for as long as is necessary.

Your personal data is used in the following ways:

- To monitor, record, store and use any communications with you in order to check any instructions given, for training purposes, to improve the quality of services given, for the prevention of crime and also to provide a record of our communications with you should there be a disagreement
- To establish and administer your SIPP as detailed within these terms
- To arrange investments, insurance products and instigate or receive transfers in relation to your pension plan
- To comply with the reporting or information request requirements of the regulator
- To comply with an information request by a legal body where legally obliged to provide the information
- For the purposes of analysis and research
- To keep you informed of other services which we may offer from time to time, subject to current inclusion on our marketing list, which you can request to be removed from at any point
- To request feedback on our practices and your experiences and, where necessary, the practices of connected service providers
- In the provision of services to your currently appointed professional adviser
- We may provide aggregated data on our website or to the press where requested to show activity on products and services, regional activity, exposure levels and other similar information. Such data will not contain any information which can be used to personally identify members

We, or other parties within the Forthplus Group, may validate your information with a credit reference agency, your employer, legal entities such as tax authorities and other relevant third parties during your application process, and subsequently where the Scheme Administrator deems it appropriate. Any such processing or sharing of your information will be carried out in line with the UK Data Protection Act 1998. Searches with Credit Reference Agencies will not normally affect your credit rating, but may leave a 'soft footprint' that a search has been completed. Further information on the company we use so you can find out more about the impact of such a search is available on request.

All information which is provided or collected on you is treated in confidence and will not be shared outside of the Forthplus Pensions group of companies unless one of the following conditions apply:

1. We are legally obliged or permitted by law to share the information
2. To provide you with the services as detailed within these terms
3. Where you have given your permission

A copy or transcript of such communications can be provided upon request, though please note we reserve the right to charge a fee for any record we provide.

We may use third parties to perform our duties as part of these terms. By applying to The Forthplus SIPP you agree to us sharing your information with these third parties. Any third parties receiving any data will be bound to comply with the same terms to data protection and use of data as Forthplus Pensions Limited under the Data Protection Act 1998 and the Terms and Conditions of this document.

There may be occasions where your data needs to be transferred outside the European Economic Area (EEA) for one of the purposes listed above. It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these Terms.

By applying to The Forthplus SIPP or being enrolled by your professional adviser or employer you agree to us and our appointed third parties holding and processing your personal data in the manner set out in these terms.

If you would prefer not to receive direct marketing from us, please notify us in writing at 83 Princes Street, Edinburgh, EH2 2ER, United Kingdom or by email at [enquiries@forthpluspensions.com](mailto:enquiries@forthpluspensions.com) and you will be removed from our marketing lists.

You are entitled to request a copy of the information held on you. If you would like a copy of this information you can contact us in writing or by email. We reserve the right to charge a nominal sum for the provision of this information. If any of the information we hold is inaccurate you can request any applicable amendments.

### Residency

Your country of residence is significant to your pension scheme and your adviser. If you change your country of residence you must notify us immediately or, ideally, in advance of the change, as additional actions may be required in respect of your pension scheme.

Any such changes will be notified to the underlying investment providers and any appointed professional adviser to ensure that they are able to continue in their current capacity.

Should there be any additional requirements as a result of this, we will communicate these with you and work with you to make the required amendments.

Failure to notify us of residency changes, or to maintain an accurate record of normal and tax residency, could have significant impact on your pension fund, consumer protection, the functionality of your pension fund, and on appointed third parties. We will not be liable for any loss, charge, penalty, legal or regulatory nor loss of consumer protection resulting from false, incorrect, or failure to update residency information.

### Client Classification

As a member of The Forthplus SIPP you will be classified as a Retail Client, as defined by the Financial Conduct Authority, which affords you the highest level of regulatory investor protection under the FCA rules.

### Complaints

If you are dissatisfied with any aspect of our service, you should contact us immediately by means shown in the Communications section above

We treat all complaints very seriously and aim to resolve any dissatisfaction as quickly as possible and make any required amendments to our procedures to prevent recurrence. All complaints are handled in accordance with our Complaints Policy. The Complaints Policy is available on request and is published on our website and is based on the FCA rules and built around the FCA Treating Customers Fairly principles.

We hope that we will be able to resolve any concerns amicably, however, should our response to your complaint not be to your satisfaction, or not be received within 8 weeks of your complaint being received, you can refer the matter to the relevant ombudsman.

### Financial Ombudsman Service

For matters which predominantly concern advice in respect of the sale or marketing of individual pension arrangements and the underlying investments, you can refer your complaint to the Financial Ombudsman Service, further information on them, how to contact them and the services they offer is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Pensions Ombudsman Service

For matters which predominantly concern the administrator and/or management of the pension, you can refer your complaint to The Pensions Ombudsman, further information on them, how to contact them and the services they offer is available at [www.pensions-ombudsman.org.uk](http://www.pensions-ombudsman.org.uk).

### Pension Advisory Service

The Pensions Advisory Service (TPAS) is an impartial service commissioned by the Government to give professional, independent and impartial help with pensions – for free. You can use this service to research matters and are able to contact them for advice relating to your plan and your options. For further information on them, how to contact them and the services they offer is available at [www.pensionsadvisoryservice.org.uk](http://www.pensionsadvisoryservice.org.uk).

## Financial Services Compensation Scheme

As Forthplus Pensions Limited is regulated by the Financial Conduct Authority to provide the SIPP, The Forthplus SIPP will be covered by the Financial Services Compensation Scheme (FSCS) in the event that Forthplus Pensions Limited is unable to meet its obligations to investors.

The Forthplus SIPP, as a non-insured Self Invested Personal Pension, will fall into the category of "Protected Investment Business" for the purposes of the compensation rules, which means that, under present rules, 100% of claims up to £50,000 will be covered under the Scheme. Furthermore, as The Forthplus SIPP has been ring-fenced by using a Bare Trustee, Forthplus Trustees Limited, this means that Forthplus Pensions Limited default is unlikely to put client money at risk.

Additional to this protection, the banking provider used to provide your pension plan's operating bank account is also separately covered by the FSCS which can provide compensation in the event of the bank's default. This is limited to 100% of the claim up to £85,000 reducing to £75,000 from 1st January 2016.

Furthermore, some of the underlying investments may also be separately covered by the FSCS, typically being only those investments which are provided by an FCA authorised entity. Where these are covered, the FSCS can provide compensation in the event of the investment provider's default. This will be limited to 100% of claims up to £50,000.

Further information on the level of cover, entitlement to that cover and method of protection in respect of your investments will be available through your adviser, directly from the investment provider and through the regulator. We strongly recommend you seek professional advice on any such cover ensuring your eligibility and the full implications should it need to be exercised.

Further information on the FSCS about compensation arrangements is available from the FSCS website – [www.fscs.org.uk](http://www.fscs.org.uk).

## Conflicts of Interest

Where a potential conflict of interest may arise between any of the Forthplus Pensions group of companies, our employees, our clients and between clients, or with any other third party connected with the offering, we have a Conflict of Interest policy in place which sets out the procedure such that the conflict can be handled and ensure that we can treat our clients with integrity and honesty at all times.

## Assignment

We may appoint any person to perform any of our duties under these Terms or assign these Terms in part or whole to any third party, but only if this does not provide you with a poorer service than these Terms dictate, and where this complies with the duties of the relevant parties from a legal and regulatory perspective.

## Responsibility and Liability

You are legally responsible to ensure the accuracy of all information provided as part of your application process and all information subsequently provided to us. You must complete all information accurately to the best of your knowledge and provide any information requested in a timely manner. If you have any errors, omissions or your information requires updating, you must notify us as soon as practicable to ensure that we hold the most up to date and complete record of you.

If we discover any fraudulent or intentionally inaccurate information has been provided, your pension may be rendered invalid, and we may take action to render the plan gated or inaccessible pending a ruling or advice from third parties and we may be required to take action to return your investment to a liquid state or take any other such actions. In any such circumstances, you will become liable for any costs incurred, legal or otherwise, including our costs. You may be required to personally ensure the return of your plan to its original state, and you may suffer tax penalties from HMRC. We will not be liable for any costs, losses, penalties, taxes or other such disadvantages you may suffer as a result of these actions, and you will be liable to cover any costs or penalties which may be imposed on us as a result of your fraudulent activity.

Where an account or application has been marked as incomplete or where additional documentation is required, either for you or for your adviser, or where there are outstanding fees, or where we have raised concerns with yourself, your adviser or any regulatory body, we reserve the right to hold or refuse any instruction pending a satisfactory outcome. We will not be liable for any impact of such decisions, and where an instruction has been refused for whatever reason, we may require a new instruction once any concerns have been resolved.

## Exclusion of Liability

At all times, we will not accept any liability for losses, charges, penalties or otherwise should they occur for whatever reason and reserve the right to make a statement to the relevant legal or regulatory parties should we feel obliged to do so.

## Events beyond our Reasonable Control

An Uncontrollable Event is any act or event which is reasonably beyond our ability to control, including but not limited to, acts of God (such as but not limited to fires, explosions, earthquakes, drought, tidal waves and floods), war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, embargo, rebellion, revolution, insurrection, or military or usurped power, or civil war, contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, riot, commotion, strikes, go slows, lock outs or disorder, or acts or threats of terrorism.

We will not be liable or responsible for any failure to perform or any delay in performance of any of our duties under these Terms caused as a result of any such Uncontrollable Events.

Should an Uncontrollable Event occur, we will endeavour to inform you as soon as reasonably possible, and will include any information we may be able to provide in guidance of the anticipated term of the inconvenience. However, we will not be liable for any excess over this guided timeline. We will also inform you if we have taken any additional steps to make alternative or additional arrangements to fulfil our duties in this circumstance, though we cannot guarantee that we will be able to provide full and complete services during this period.

It may take some time after the occurrence of an Uncontrollable Event to return to full operability and functionality, including the possible requirement to request information from yourselves and third parties, and possibly request a reissuance of transaction requests. Disaster recovery plans are in place to minimise this requirement.

## Jurisdiction and Governance

These terms are based on our understanding of the legislation and practices of HMRC and HM Treasury and our duties and responsibilities under the Financial Conduct Authority regulation. If HMRC or HM Treasury change or clarify legislation, or if the Financial Conduct Authority regulation or guidance changes, we will not be liable for any resultant loss howsoever incurred.

This Agreement shall be governed and construed in accordance with the laws of England and Wales and all parties agree to submit to the exclusive jurisdiction of the English Courts.

All communications will be in English, and any documentation or otherwise provided must be provided to us in English, or legally translated to English.

## Legal Considerations

If there is any conflict between these Terms and the Rules, the Rules will prevail.

If there is any conflict between the Terms, the Rules and any other Forthplus Pensions document concerning The Forthplus SIPP, and the Finance Act 2004, then the Finance Act 2004 will prevail.

Any payments or transfer to or from The Forthplus SIPP and the operation of the SIPP in general will be subject to the prevailing legislation.

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