

DATED 15/03/2016

(1) @SIPP (PENSION TRUSTEES) LIMITED

(2) @SIPP LIMITED

TRUST DEED

Adopting replacement governing provisions for the

@sipp SIPP

(formerly @SIPP)



Pinsent Masons

THIS TRUST DEED is made

BETWEEN:-

- (1) **@SIPP (PENSION TRUSTEES) LIMITED** (company number SC217251) whose registered office is at 6th Floor, Mercantile Building, 53 Bothwell Street, Glasgow, G2 6TS (in this deed called the **"Independent Trustee"**);
- (2) **@SIPP LIMITED** (company number SC217126) whose registered office is at 6th Floor, Mercantile Building, 53 Bothwell Street, Glasgow, G2 6TS (in this deed called the **"Operator"**).

RECITALS

- (A) @SIPP (in this deed called the **"Scheme"**) is a personal pension scheme which is now governed by a deed of amendment dated 9 and 12 March 2007 as amended (in this deed called the **"Existing Provisions"**).
- (B) The parties wish to adopt replacement governing provisions and, in particular, to reflect the change in scheme administrator of the Scheme from the Independent Trustee to the Operator (as provided for in Rule 2.2 of the attached rules) and to set out the respective powers, duties and responsibilities of the Independent Trustee and the Operator.

OPERATIVE PROVISIONS

1. Pursuant to Clause 11 of the Existing Provisions and any other enabling power the Existing Provisions shall cease to have effect and the Scheme shall be governed by the attached 2016 rules and the name of the Scheme shall be changed to the @sipp SIPP.
2. The provisions of this deed shall have effect on and from the date of this deed.

IN WITNESS WHEREOF these presents consisting of this page are executed as follows:

SUBSCRIBED for and on behalf of
@SIPP (PENSION TRUSTEES) LIMITED

at Glasgow
on the 15th day
of March 2016
by

.....	Authorised Signatory
STEPHEN LANCASTER	Full Name
.....	Authorised Signatory
LEE HALPIN	Full Name

SUBSCRIBED for and on behalf of
@SIPP LIMITED

at Glasgow
on the 15th day
of March 2016
by

.....	Authorised Signatory
STEPHEN LANCASTER	Full Name
.....	Authorised Signatory
LEE HALPIN	Full Name

The @sipp SIPP
2016 Scheme Rules

Contents	Page
Part 1 – Scheme Structure and Operation	1
1 Interpretation	1
2 Constitution of Scheme	3
3 Amendment of the Rules	4
4 Operator and Trustees: Appointment and Removal	4
5 Relationship of Operator to Independent Trustee, Members and others	4
6 Powers, Duties and Discretions	5
7 Investment	6
8 Liability, Recovery of Charges, Expenses etc.	7
9 Transfers between Schemes	8
10 Buying Out Benefits	9
11 Winding up and dissolution	9
Part 2 – Membership and Benefits	11
12 Medical evidence and other relevant information	11
13 Admission to Membership	11
14 Contributions	11
15 Multiple Individual Funds	11
16 Benefits for Member	11
17 Benefits following death of Member	12
18 Payment of Benefits: Restrictions and Deductions	13
19 Payment of Benefits: General	13
20 Alternative Application of Individual Fund	13
21 Application of the General Fund	14
22 Notices	14
23 Forfeiture, etc	14
24 Pension Sharing	14

Part 1 – Scheme Structure and Operation

1 Interpretation

1.1 In these rules:

- 1.1.1 "Act" means Part 4 of the Finance Act 2004 and the schedules relating to that Part;
- 1.1.2 terms which appear in bold italics shall have the particular meaning given to them for the purposes of the Act;
- 1.1.3 references to all or part of a section or schedule shall be taken as references to the relevant provision of the Act;
- 1.1.4 reference to any enactment or regulations shall include reference to any statutory amendment or re-enactment for the time being in force and where appropriate any subsequent related regulations or other legislation;
- 1.1.5 indices and headings are included for convenience only and shall not affect the interpretation of the Rules; and
- 1.1.6 (unless the context requires otherwise) references to the singular shall include the plural and vice versa and references to any gender shall include any other gender.

1.2 In these rules and unless the context requires otherwise:

"Adopting Deed" means the deed by which these Rules are adopted.

"Beneficiary" means a Member or any person having a Benefit.

"Benefit" means an actual or prospective entitlement to any benefit under the Scheme (including any part of a **pension** and any payment by way of **pension**).

"Dependant" in relation to a Member has the meaning it has in the Act and includes a person who was married to the Member when the Member first became entitled to a **pension** under the Scheme.

"Drawdown" means:

- (i) in the case of a Member, **drawdown pension**;
- (ii) in the case of a Survivor, **dependants' drawdown pension** or **nominees' drawdown pension** or **successors' drawdown pension**, as appropriate.

"Drawdown Fund" means any part of an Individual Fund which is designated as available for the payment of Drawdown in accordance with the Rules or which in the opinion of the Operator should be so designated to reflect:

- (i) any regulations made under section 283(2), or any treatment as so designated under paragraph 8(2) of Schedule 28 or any other provision of the Act; or
- (ii) any designation existing immediately before the Rules took effect

and which in any case has not subsequently been applied towards the provision of any other benefit in accordance with the Rules.

"Eligible Recipient" in relation to a Member or Survivor means:

- (i) his Relatives;
- (ii) his Dependants (meaning, in the case of a Survivor, any individual who would be a Dependant if the Survivor were a Member);

- (iii) any person nominated for this purpose by him;
- (iv) any person entitled under his will to any interest in his estate;
- (v) his personal representatives (but not if any payment to them would then pass as bona vacantia); and
- (vi) (in relation to a Survivor) any Eligible Recipient of the **member** to whom the relevant **arrangement** relates.

"Enhanced Protection" means, in relation to an individual, the application of paragraph 12 of Schedule 36 in his case.

"Fixed Protection" means, in relation to an individual, the Act having effect in his case as if the **standard lifetime allowance** were the greater of the **standard lifetime allowance** and a fixed amount specified by the Act.

"Fund" means all contributions, gifts and transfer payments received by the Scheme and any other monies, investments, policies, property or other sums or assets for the time being held for the purposes of the Scheme.

"General Fund" means any part of the Fund which is not an Individual Fund.

"HMRC" means the Commissioners or officers of Revenue and Customs or both of them, as the context may require.

"Independent Trustee" means the person so named in the Adopting Deed and any successor for the time being appointed in accordance with Rule 4.2.

"Individual Fund" in relation to a Member or Survivor means that part of the Fund which the Operator determines is attributable to him having regard to:

- (i) (in the case of a Member) any contributions made by him and by any other person in respect of him;
- (ii) any Benefit provided to or in respect of him;
- (iii) (in the case of a Survivor) any part of an Individual Fund designated as available for the payment of Drawdown to that Survivor;
- (iv) any income, gains or losses (whether realised or not), fees, costs and expenses borne by the Fund and any actual or prospective liabilities of the Operator or Independent Trustee (other than liabilities to pay Benefits) attributable to the Fund;
- (v) any transfers made to or from the Scheme in respect of him;
- (vi) any allocation or reallocation of any part of the Fund in accordance with the Rules;
- (vii) any **pension credit** or **pension debit** applicable to him.

If, immediately before the Rules took effect, more than one **arrangement** existed under the Scheme in relation to an individual, then a separate Individual Fund shall be determined for each such **arrangement**.

"Member" means a person admitted as a Member in accordance with Rule 13 or by virtue of a transfer in accordance with Rule 9 (other than a transfer to which Rule 9.4 applies) or in accordance with any corresponding provisions previously governing the Scheme and who has not ceased to be a Member. "Membership" has a corresponding meaning.

"Operator" shall mean the person named as Operator in the Adopting Deed and any successor for the time being appointed in accordance with Rule 4.1.

"Partner" in relation to an individual means any person who is (or was immediately before the individual's death) his spouse or civil partner (within the meaning of section 1 of the Civil Partnership Act 2004).

"Regulator" means the Pensions Regulator established by the Pensions Act 2004.

"Relative" in relation to an individual means:

- (i) any ancestor or descendant (however remote) of the individual or of his Partner;
- (ii) any stepchild, brother or sister of the individual (whether of the whole or of the half-blood) and any descendant of any such stepchild, brother or sister;
- (iii) any Partner of the individual or of any person within (i) or (ii) above;
- (iv) any stepbrother or stepsister of the individual

and for these purposes:

- (i) 'descendant' includes adopted persons and those who have been treated as children of the family;
- (ii) the class of Relatives shall be closed at the individual's date of death except that it shall include persons then en ventre sa mere who if they had then been born would have been Relatives.

"Rules" means these rules and any amendments or modifications to them.

"Scheme" means the scheme to which these rules apply.

"Survivor" means an individual for whom an Individual Fund is held for the purposes of payment of Drawdown to them other than as a Member.

"Uncrystallised Fund" means any part of an Individual Fund which is not a Drawdown Fund and has not been applied towards the provision of any other benefit in accordance with the Rules.

2 Constitution of Scheme

- 2.1 The main purpose of the Scheme is the payment of benefits permitted by the ***pension rules, lump sum rule, pension death benefit rules or lump sum death benefit rule***.
- 2.2 The Fund shall be vested in the Independent Trustee upon irrevocable trusts, to be applied in accordance with the Rules.
- 2.3 The Operator shall be the scheme administrator of the Scheme and shall be responsible for the discharge of the functions conferred or imposed on such a person by and under the Act.
- 2.4 The Operator may conclusively determine whether or not any person is a Beneficiary and the amount of any Benefit, and may also conclusively determine all questions and matters of doubt arising in connection with the Scheme.
- 2.5 No person shall have any claim, right or interest in respect of the Fund except under the Rules.
- 2.6 The Rules shall in all respects be governed by and interpreted according to the laws of Scotland. The parties submit to the exclusive jurisdiction of the courts of Scotland.

3 Amendment of the Rules

- 3.1 The Operator may at any time by deed alter add to or delete all or any of the Rules, with immediate future or retrospective effect whether or not the consent of any member has been obtained but provided that no such amendment shall be made as would prejudice the compliance of the Scheme with the requirements of the Pension Schemes Act 1993 and the Pensions Act 1995 applicable to pers.

4 Operator and Trustees: Appointment and Removal

- 4.1 The Operator may at any time by deed agree with another person (the "Replacement Operator") that that person shall undertake the duties of the Operator under the Scheme. In that event, the Operator shall be discharged from the trusts of the Scheme and these Rules shall have effect as if the Replacement Operator were the Operator.
- 4.2 The Operator may at any time by deed agree with another person (the "Replacement Independent Trustee") that that person shall undertake the duties of the Independent Trustee under the Scheme. In that event, the Independent Trustee shall be discharged from the trusts of the Scheme and these Rules shall have effect as if the Replacement Independent Trustee were the Independent Trustee.
- 4.3 The Operator may at any time in relation to any asset of an Individual Fund appoint, with effect from such date or contingent upon such future event as the Operator may specify, any one or more persons (who may include the relevant Member or Survivor) to act jointly with the Independent Trustee as trustees of that asset PROVIDED ALWAYS THAT:
- 4.3.1 all the provisions of the Rules conferring any power of investment or application in relation to that asset shall have effect as if references to the Independent Trustee were references to all the trustees of that asset;
 - 4.3.2 the Operator may at any time remove any trustee so appointed;
 - 4.3.3 there shall be no maximum or minimum number of trustees of any asset; and
 - 4.3.4 any decision of the trustees of any asset (excluding any special trustee appointed under Rule 4.4 or the previous governing documents of the Scheme) must be unanimous.
- 4.4 The Operator may at any time appoint, with effect from such date or contingent upon such future event as the Operator may specify, any one or more persons to act jointly with the Independent Trustee as a special trustee of the Scheme. If and for so long as there is a special trustee appointed to the Scheme, the following provisions shall apply, except to the extent that the Operator confirms to the special trustee in writing that the provisions do not apply:-
- 4.4.1 the special trustee's ONLY power and obligation under these Rules shall be to provide receipts for land; and
 - 4.4.2 for the avoidance of doubt, subject to the provisions of this Rule 4.4, the special trustee shall not be entitled to exercise any of the general powers, rights and privileges afforded under these Rules to either the Independent Trustee or any additional trustee appointed under Rule 4.3;
 - 4.4.3 the Operator may at any time remove any special trustee.
- 4.5 For the avoidance of doubt, the adoption of these rules shall not act to remove any trustee previously appointed to the Scheme.

5 Relationship of Operator to Independent Trustee, Members and others

- 5.1 The Independent Trustee shall at all times exercise its powers under the Rules in (and only in) accordance with the directions of the Operator, PROVIDED ALWAYS THAT any bank or other third party dealing from time to time with the Independent Trustee in relation to the Scheme shall be

entitled to assume without further evidence that any exercise of those powers is in accordance with such directions and with the provisions of the Rules generally.

- 5.2 In relation to any Individual Fund, the Operator shall direct the Independent Trustee to exercise its powers in Rule 7.1 in accordance with (and only in accordance with) any directions given by the relevant Member or Survivor, except where to do so would in the opinion of the Operator:
- 5.2.1 lead to a breach of any other provision of the Rules, provision of a benefit not specifically permitted by the Rules or the making of a ***scheme chargeable payment***;
 - 5.2.2 prejudice the status of the Scheme as a ***registered pension scheme***;
 - 5.2.3 prevent or unduly delay recovery of any amount under Rule 8.3 or payment of Benefits or any other payment required for the proper administration of the Scheme generally; or
 - 5.2.4 breach any restrictions on particular investments or classes or descriptions of investment which the Operator may in its absolute discretion impose from time to time for this purpose (whether those restrictions are imposed in respect of the whole Scheme or any particular category or description of Members or Survivors).
- 5.3 For the purposes of any directions to be given by a Member or Survivor in accordance with Rule 5.2:
- 5.3.1 the Member or Survivor may appoint any person acceptable to the Operator to give such directions and shall provide to the Operator any information or assurance that it may request in connection with such appointment;
 - 5.3.2 if and for so long as the Member or Survivor is a minor, or in the opinion of the Operator unable to act by reason of mental disorder or otherwise, the Operator may act instead on the directions of any one or more of his parents, guardians, spouse or other person legally appointed or authorised to act on his behalf and the Operator shall not be under any liability to enquire further into the wishes of the Member or Survivor.

6 Powers, Duties and Discretions

- 6.1 Each of the Independent Trustee and the Operator is granted all the powers, rights, privileges and discretions it may require for the proper implementation of the Scheme, including the performance of all duties imposed by law and may do anything expedient or necessary for the support and maintenance of the Scheme or for the benefit of the Beneficiaries (including for the avoidance of doubt the institution, defence, compromise and settlement of legal proceedings, whether brought by or against a Beneficiary or otherwise). Any powers granted by these Rules shall be in addition to those granted by law.
- 6.2 Each of the Independent Trustee and the Operator may effect such insurance for such risks and for such amounts as it considers prudent, including without limitation insurance against any loss or damage caused by any act or omission of the Operator or Independent Trustee or any person appointed under this Rule 6.
- 6.3 Each of the Independent Trustee and the Operator may:
- 6.3.1 delegate or authorise sub-delegation of any of its duties, powers and discretions, whether arising by virtue of these Rules or by operation of law or otherwise;
 - 6.3.2 grant authority to execute deeds and any other documents and give receipts or discharges for any moneys or other property
- to any one or more persons including any Beneficiary (and in the case of a corporate Trustee, any director or other officer), subject to such terms as it in its absolute discretion thinks fit.
- 6.4 The Operator may appoint and remove (or arrange for the appointment and removal of):
- 6.4.1 any actuary, solicitor, accountant, auditor or other adviser;

6.4.2 any clerical or executive officers or staff as it may consider desirable

in each case in relation to the whole or any part of the Scheme or Fund and upon such terms, as to remuneration liability and indemnity and otherwise, as it thinks fit.

6.5 The Operator may at its absolute discretion accept for the purposes of the Scheme or renounce any gifts, donations or bequests.

6.6 The Independent Trustee may appoint and remove (or arrange for the appointment and removal of):

6.6.1 any investment manager, nominee, custodian, sub-custodian or other person concerned with the management or custody of assets;

6.6.2 any agent in any transaction or in any act of administration;

6.6.3 any actuary, solicitor, accountant, auditor or other adviser

in each case in relation to the whole or any part of any Individual Fund and upon such terms, as to remuneration liability and indemnity and otherwise, as it thinks fit.

7 Investment

7.1 The Independent Trustee shall have in relation to each Individual Fund full powers of investment and application including all such powers which it could exercise if it were absolutely and beneficially entitled to the Individual Fund. In particular and without prejudice to the generality of the foregoing the Independent Trustee may invest or apply all or any part of the Individual Fund in any part of the world:

7.1.1 in deferred or immediate annuity policies, life assurance policies, retirement, endowment or sinking fund contracts or policies each of which are effected with an **insurance company**;

7.1.2 in any interest in land or property (including commercial and residential property);

7.1.3 in units, unit trusts or mutual funds or other common investment funds or securitised issues or any other form of collective investment;

7.1.4 in the purchase of or subscription for or in underwriting, sub-underwriting or guaranteeing the subscription of any stocks, shares, debenture stocks or other investments;

7.1.5 in entering into and engaging in any obligations or contracts or dealings including dealings in currencies, traded options, financial futures, commodities or commodity futures;

7.1.6 in choses in action, personal chattels and any other property or right or interest of any description in any asset, in each case whether tangible or not and whether moveable or not;

7.1.7 in the insurance of any assets of the Individual Fund against any risks and for any amounts;

7.1.8 by opening and operating accounts with any local authority, bank, **insurance company**, building society or finance company upon such terms as it thinks fit; and

7.1.9 by participating in any scheme of any description operated or administered by an **insurance company**

and may

7.1.10 lend monies to, and borrow or raise monies from, any person for such purposes and upon such security and subject to such terms as it considers fit;

7.1.11 sell, lend, lease, license, surrender, assign, convert, repair, alter, improve, maintain, develop, demolish, vary or transpose any assets of the Fund; and

7.1.12 make any arrangements with an **insurance company** for the provision of all or any Benefits

in each case to the fullest extent consistent with Rule 2.1.

7.2 The Independent Trustee may exercise any of its powers under this Rule 7:

- 7.2.1 alone or jointly with the trustees of any other **pension scheme** or with any other person on such terms as they may agree;
- 7.2.2 whether or not producing interest or dividends or any other form of income;
- 7.2.3 whether or not involving a wasting or depreciating asset or any interest in an asset which is reversionary or limited in any other way;
- 7.2.4 whether or not involving any liability on the Independent Trustee or Operator or the Fund; and
- 7.2.5 whether or not the Independent Trustee or Operator or any delegate, agent, adviser or other person appointed under Rule 6, or any person connected or associated with any of them, has a personal interest or interest in another fiduciary capacity.

7.3 Any provision made under the power to insure in respect of any Benefit (whether immediate or contingent) may be made by effecting an individual annuity contract or policy in the name of the Beneficiary or of the Independent Trustee or by assigning any such contract or policy to the Beneficiary. Each contract or policy must be subject to any terms and conditions necessary to comply with the Pension Schemes Act 1993.

8 Liability, Recovery of Charges, Expenses etc.

8.1 Neither the Operator nor the Independent Trustee shall be liable for the consequence of any mistake or forgetfulness (whether of law or fact) of it, its agents, employees or advisers or of any of them or for any maladministration or breach of duty or trust whether by commission or omission except to the extent that it is due to its own wilful neglect or wilful default.

8.2 If the inclusion of any words in Rule 8.1 would at law render ineffective the protection of the Operator or Independent Trustee then the clause is to be read with such words omitted.

8.3 The Operator may, without the agreement of any Beneficiary and to the extent permitted by section 256 of the Pensions Act 2004, recover out of the relevant Individual Funds any fees or charges imposed by the Operator or Independent Trustee in accordance with such terms as may be notified from time to time together with any losses, liabilities, costs, charges or expenses (including any fees, charges or expenses of persons appointed pursuant to Rule 6) or other amounts the Operator or Independent Trustee may suffer or incur in connection with or in relation to:

- 8.3.1 investment;
- 8.3.2 any proceedings brought in order to comply, or procure compliance by any Beneficiary or other person, with any obligation imposed by law or by this deed or any agreement made under it;
- 8.3.3 any proceedings brought by or on behalf of a Beneficiary;
- 8.3.4 any other proceedings;
- 8.3.5 any liability to tax or other imposition of any kind in respect of any payment to be made to or in respect of a Beneficiary;
- 8.3.6 the execution of the trusts of the Scheme generally

except to the extent that such amounts:

- 8.3.7 are recoverable by the Operator under any policy of insurance and would not be recoverable but for this exception, or

8.3.8 are suffered or incurred by the Operator or Independent Trustee as a result of its own wilful neglect or wilful default

and the Operator shall pay over to the Independent Trustee or person appointed pursuant to Rule 6 amounts so recovered or retain them for its own benefit as appropriate.

8.4 The Operator shall not be obliged to bring, pursue, defend or appeal any proceedings or decisions in relation to the Scheme.

8.5 Any Trustee engaged in any profession or business shall be entitled to be paid and retain all usual professional or proper charges and commissions for business done by him or his firm in connection with the Scheme including acts which a Trustee who is not in any profession or business could have done personally.

8.6 Each of the Independent Trustee and Operator may take out trustees' indemnity insurance or (in the case of a corporate Trustee) directors' and officers' insurance to cover any liability or potential liability in relation to the Scheme and the cost of premiums shall, to the extent permitted by section 256 of the Pensions Act 2004, be borne by the relevant Individual Funds.

8.7 Each Member and Survivor shall indemnify and keep indemnified the Operator and Independent Trustee against any amounts described in Rule 8.3 as recoverable by the Operator but which in the opinion of the Operator are not in fact recoverable out of the relevant Individual Funds.

8.8 No decision of or exercise of a power, duty or discretion by a Trustee or by any delegate shall be invalidated or questioned on the ground that the Trustee or delegate had a personal interest in the manner or result of the decision or of exercising the power, duty or discretion. A Trustee or delegate shall be entitled to retain beneficially any Benefit or other interest which he may have under the Scheme.

8.9 In this Rule 8:

8.9.1 references to an Operator or Independent Trustee shall be taken to include any former Operator or Independent Trustee and any present or former director or other officer of any of them (but not so as to provide any protection of a director from liability which would be void under Chapter 7 of the Companies Act 2006);

8.9.2 references to proceedings shall be taken to include any investigation by the Pensions Ombudsman or Financial Ombudsman Service, and any other form of action, proceeding or claim.

9 Transfers between Schemes

9.1 The Operator may at its absolute discretion:

9.1.1 accept in respect of any individual a transfer of all or any of the assets of another **pension scheme** to the Scheme, to provide such Benefits as the Operator may specify, to and in respect of that individual;

9.1.2 make (or direct or procure that the Independent Trustee make) in respect of any individual a transfer of his Individual Fund (or an amount representing it) to another **registered pension scheme** or **qualifying recognised overseas pension scheme**, to provide such benefits under the other scheme as its trustees or managers offer.

9.2 The Operator shall not be required to obtain the consent of the person or persons in respect of whom the transfer is accepted or made except:

9.2.1 in relation to a transfer which would prejudice Enhanced Protection or Fixed Protection, whether an **impermissible transfer**, or a transfer that is not a **permitted transfer**, or otherwise;

9.2.2 in relation to a transfer that is not a **recognised transfer**; or

9.2.3 where required by law.

- 9.3 In connection with any such transfer the Operator shall have power to provide such information to such persons as may be required by the Act or otherwise as it may in its absolute discretion determine to be necessary.
- 9.4 If the purpose of a transfer made to the Scheme under Rule 9.1.1 is the provision or continuation of a pension permitted by the **pension death benefit rules**, these Rules shall apply to such pension as if the person in respect of whose death it is payable had been a Member (or, where appropriate, a Survivor) at the date of his death.
- 9.5 A transfer made from the Scheme under Rule 9.1.2 shall (subject to any special terms or conditions imposed by the Operator) extinguish the Individual Fund concerned and release the Operator and Independent Trustee from any liability in respect of any corresponding Benefits.

10 Buying Out Benefits

- 10.1 The Operator may at any time arrange with an **insurance company** to secure outside the Scheme the Benefits payable or prospectively payable out of an Individual Fund by (or by procuring):
- 10.1.1 application of the Individual Fund or its proceeds towards the purchase of an appropriate policy from, or entry into an appropriate contract with, the **insurance company**;
- 10.1.2 assignment of the benefit of any policy or contract forming part of that Individual Fund and previously effected with that **insurance company**
- in either case on such terms as the Operator in its absolute discretion thinks fit.
- 10.2 Following such application, the Operator and Independent Trustee shall be discharged from all claims in respect of such Benefits.

11 Winding up and dissolution

- 11.1 The remaining provisions of this Rule 11 shall apply upon the Operator so resolving.
- 11.2 The Scheme shall be determined and the Fund shall be wound up provided that the trusts of the Scheme shall remain in force and all powers under the Rules shall remain exercisable until the Fund has been completely wound up.
- 11.3 The Operator shall apply any General Fund in accordance with Rule 21.
- 11.4 The Operator shall (or shall procure that the Independent Trustee shall) apply each Individual Fund in the following order:
- 11.4.1 in discharging so much of the actual or anticipated costs, charges and expenses of and incidental to the application of the Fund (including the remuneration of professional advisers) as the Operator in its absolute discretion may determine;
- 11.4.2 in payment of any **lump sum death benefit** in respect of a death occurring before the application of this Rule 11;
- 11.4.3 securing benefits in respect of the relevant Member or Survivor in such one or more of the ways described in Rule 11.5 as the Operator in its absolute discretion may determine having regard to the Benefits that would otherwise have been payable from the Scheme.
- 11.5 The ways described in this Rule are:
- 11.5.1 purchase of an immediate or deferred annuity from an **insurance company** on any terms;
- 11.5.2 payment of a lump sum permitted by the **lump sum rule**;
- 11.5.3 payment of a transfer in accordance with Rule 9.1.2.

- 11.6 If the assets of the Fund include annuity contracts or annuity policies effected with any ***insurance company***, the Operator shall make or procure:
- 11.6.1 an arrangement with the ***insurance company*** to assign them to, or transfer or secure them in trust for, the person or persons entitled to benefit under them; or
- 11.6.2 an assignment of them to another ***pension scheme***
- as appropriate.

Part 2 – Membership and Benefits

12 Medical evidence and other relevant information

- 12.1 The Operator may at any time request any Beneficiary to supply such evidence of age, good health, marital status, rights and entitlements under other **pension schemes** and other evidence and information as it may reasonably require, and may withhold payment of all or part of any Benefits until the evidence or information is received and accepted by the Operator as correct and sufficient.
- 12.2 Any Beneficiary shall without delay notify the Operator of any event or fact which may affect his entitlement or prospective entitlement under the Scheme.

13 Admission to Membership

- 13.1 The Operator may in its absolute discretion admit any individual as a Member.
- 13.2 Admission to Membership shall be subject to such requirements and on such terms, whether generally or in any particular case, as the Operator may in its absolute discretion determine.
- 13.3 A Member who, by virtue of Rule 9 (Transfers between Schemes) or Rule 10 (Buying Out Benefits) or otherwise, ceases to have any Individual Funds within the Scheme, shall cease to be a Member.

14 Contributions

- 14.1 Subject to Rule 14.2 a Member and any other person may make contributions to any Individual Fund of the Member in such form (whether money or any other contribution of money's worth) and of such amounts and at such times as the Operator may in each case agree.
- 14.2 Any contribution by or in respect of a Member which would cause loss of Enhanced Protection or Fixed Protection for that Member shall not form part of the Fund or in any other way become held for the purposes of the Scheme but shall instead be held by the Operator on trust for the relevant contributor absolutely, unless before the making of that contribution the Operator and the Member have agreed explicitly in writing that this Rule 14.2 shall not apply.

15 Multiple Individual Funds

- 15.1 The Operator may at any time treat any existing part of a Member's Individual Fund or any new contribution in respect of a Member as a separate Individual Fund, in which case it:
- 15.1.1 shall constitute a separate Individual Fund for the purposes of the Rules (including without limitation this Rule 15.1) and the Rules shall be applied to each Individual Fund separately; but
- 15.1.2 shall not constitute a separate arrangement for the purposes of the Act unless the Member and Operator expressly agree.

16 Benefits for Member

- 16.1 The Operator shall apply the Uncrystallised Fund of a Member in such one or more of the following ways and to such extent (subject to Rule 18.1 and any other restrictions imposed by or under the Rules) as the Member may request:
- 16.1.1 designation as available for the payment of Drawdown;
- 16.1.2 (in connection with such designation) payment of a **pension commencement lump sum**;
- 16.1.3 (at the discretion of the Operator) payment of an **uncrystallised funds pension lump sum**
- and in each case at such time or times as the Member may request, but not earlier than the date on which the Member reaches his **normal minimum pension age** (or any **protected pension age**) or (if earlier) the **ill-health condition** is met.

17 Benefits following death of Member

- 17.1 On the death of a Member or a Survivor the Operator shall apply the Member's or Survivor's Individual Fund for the benefit of such one or more of his Eligible Recipients and in such proportions and at such time or times and in such one or more of the ways set out in Rule 17.2 as the Operator in its absolute discretion may determine (subject to Rule 18.1 and any other restrictions imposed by or under the Rules).
- 17.2 The ways referred to in Rule 17.1 are:
- 17.2.1 payment of a ***lump sum death benefit*** to the Eligible Recipient or to the trustees of any trust (including any other ***pension scheme*** or any discretionary trust) for the benefit of persons including that Eligible Recipient;
 - 17.2.2 designation as available for the payment of Drawdown (but only for an Eligible Recipient to whom the Act permits Drawdown to be paid on that occasion); and
 - 17.2.3 (if the Eligible Recipient is unconnected) reallocation within the Scheme to any new or existing Individual Funds held in respect of that Eligible Recipient in their capacity as a Member.
- 17.3 The Operator shall have power at any time:
- 17.3.1 to declare or otherwise establish any trusts for the purposes of Rule 17.2.1, on such terms as the Operator in its absolute discretion may consider appropriate (and for the avoidance of doubt Rule 8.3 shall apply to any costs, charges or expenses incurred in doing so); and
 - 17.3.2 to admit any individual as a Member for the purposes of a reallocation within Rule 17.2.3.
- 17.4 For the purposes of Rule 17.2.3, an Eligible Recipient is unconnected if, immediately before the death of any individual to which the reallocation is attributable, he was not connected with that individual for the purposes of section 172B.
- 17.5 Any nomination of an individual by the Operator in connection with Drawdown (including any designation of funds or any other selection or determination or other act which in the opinion of the Operator amounts to or implies such nomination) shall count as a nomination by it as Scheme Administrator for the purposes of the Act.
- 17.6 If a Dependant, for whom Drawdown was being provided following the death of a Member, ceases to be a Dependant, the Trustees shall apply the Dependant's Individual Fund in accordance with this Rule 17 as if it were the Member's Individual Fund being applied on the death of the Member (but not in accordance with Rule 17.2.1 unless payment of a ***lump sum death benefit*** is permitted by the Act).
- 17.7 The Operator shall not be obliged to consider for the purposes of this Rule 17 any Eligible Recipient of whose eligibility it is unaware having made reasonable enquiries.
- 17.8 To the extent that the Operator is unable to apply any Individual Fund which the preceding provisions of this Rule 17 require it to apply, it shall allocate it to the General Fund.

18 Payment of Benefits: Restrictions and Deductions

- 18.1 The Operator may impose such restrictions as to timing and frequency and amounts of payments, of Drawdown or any other Benefit, as it may think fit having regard to the proper and efficient administration of the Scheme.
- 18.2 Without prejudice to Rule 8.3 or any other provision of the Rules, the Operator shall be entitled to deduct from:
- 18.2.1 any payment made to any person or body (including any allocation or reallocation within the Scheme of any amount for the benefit of any person or any other act which may be deemed to be a payment for any purpose of the Act); or

18.2.2 any part of the Fund to which the payment relates

a sum equal to any charge to tax to which the Operator or Independent Trustee is, or may become, liable as a result of the payment (whether by virtue of the payment being a ***scheme chargeable payment*** or otherwise). Where the Operator is uncertain of the extent of any tax liability, it may at its absolute discretion either deduct such amount as it may determine or postpone the payment.

19 Payment of Benefits: General

- 19.1 Any Benefit shall be paid by bank transfer or otherwise in monetary form, but with the consent of the relevant Beneficiary may instead be paid by way of transfer of all or any part of any asset of the Fund or of any interest in such asset or any other transfer of money's worth.
- 19.2 If an Individual Fund includes an insurance policy effected with an ***insurance company*** to meet any obligations to pay Benefits then those Benefits shall be payable only if and to the extent that the Operator recovers payment under the terms of the insurance policy.
- 19.3 If and for so long as a person entitled to a Benefit from an Individual Fund is a minor, or in the opinion of the Operator unable to act by reason of mental disorder or otherwise, the Operator may pay or direct the payment of the Benefit to any one or more of his parents, guardians, spouse or other person legally appointed or authorised to receive it on his behalf to be applied for his benefit. Any such payment shall operate as a complete discharge to the Operator and Independent Trustee and they shall not be under any liability to enquire into its application.

20 Alternative Application of Individual Fund

- 20.1 The Operator may at any time at the request of a Member or Survivor (or, where the Member or Survivor is deceased, his ***personal representatives***) apply all or any part of his Individual Fund to make:
- 20.1.1 any payment authorised by the Act and not otherwise permitted by the Rules; or
- 20.1.2 (to the extent consistent with Rule 2.1) any ***unauthorised payment***
- in each case to or for the benefit of the Member or Survivor or any other person, and in place of all or any part of any Benefit that would otherwise have been payable from such Individual Fund.

21 Application of the General Fund

- 21.1 The Operator may at any time recover out of the General Fund any amounts described in Rule 8.3 to the extent the same are not recoverable from the relevant Individual Funds and may set aside so much of the remaining General Fund as it in its absolute discretion considers may be required to meet any such amounts in the future.
- 21.2 The Operator may at any time apply any General Fund not applied or set aside under Rule 21.1 to:
- 21.2.1 create or augment an Individual Fund or otherwise provide new or increased benefits, either immediate or prospective, for any person;
- 21.2.2 make a payment to a ***charity***
- or in any other way which in the opinion of the Operator is consistent with the status of the Scheme as a ***registered pension scheme***.

22 Notices

- 22.1 Notices to the Operator or Independent Trustee shall be given in writing and shall not be effective until actually received. The Operator or Independent Trustee may waive all or part of these requirements in relation to any notice to be given to it.

23 Forfeiture, etc

- 23.1 The Operator may in its absolute discretion determine that any Benefit of a Beneficiary shall, even if it would otherwise belong absolutely to the Beneficiary, be forfeited if:
- 23.1.1 the Beneficiary fails to claim it within six years of the date on which it becomes due; or
 - 23.1.2 the Beneficiary attempts to assign or surrender it or it becomes the subject of a transaction or purported transaction which under the Rules or by operation of law is of no effect.
- 23.2 In a case to which Rule 23.1.1 applies, the part of the Individual Fund representing the amount forfeited shall become part of the General Fund.
- 23.3 In a case to which Rule 23.1.2 applies, any part of the Individual Fund representing the amount forfeited may be applied to provide such one or more other benefits to or in respect of the Beneficiary as are permitted by the Rules and as the Operator in its absolute discretion may determine, and any remainder shall become part of the General Fund.

24 Pension Sharing

- 24.1 The Operator shall discharge any liability in respect of a person acquiring a ***pension credit*** in such one or more of the following ways as it in its absolute discretion shall think fit:
- 24.1.1 admitting that person as a Member in accordance with Rule 13.1 and determining for that person an Individual Fund equal in value to an amount representing that credit;
 - 24.1.2 making a transfer payment in respect of that person in accordance with Rule 9.1.2 (as if the reference to Beneficiary included that person and as if the reference to Individual Fund were to an amount representing that credit);
 - 24.1.3 applying an amount representing that credit towards the purchase of an appropriate policy from, or entry into an appropriate contract with, an ***insurance company*** in respect of that person.
- 24.2 The Operator may at its absolute discretion reduce either or both of:
- 24.2.1 the amount representing the credit; and
 - 24.2.2 the Individual Fund subject to the corresponding ***pension debit***
- by an amount or amounts representing in aggregate all or any part of the costs, charges or expenses incurred in connection with the credit (whether in the provision of any relevant information, the implementation of any relevant order or otherwise).