

TRUSTEE INVESTMENT PLAN

TRUSTEE/SCHEME ADMINISTRATOR AGREEMENT

Phoenix Wealth, Unit Linked Life & Pensions, PO Box 1393, Peterborough, PE2 2TP.

Notice

The following Agreement ("Agreement") is provided on the strict understanding that it is presented as a draft to be considered by the relevant Financial Adviser and Trustee/Scheme Administrator concerned.

Phoenix Wealth does not accept any responsibility for the effectiveness of the Agreement nor any liability for any loss suffered as a result of the use of the Agreement in any circumstances whatsoever. The effect of, and appropriateness of, the Agreement is a matter to be ultimately determined by the Financial Adviser and the Trustee/Scheme Administrator and Phoenix Wealth strongly advises that legal advice is sought before proceeding.

This Agreement is made on the / /

BETWEEN

1. Name and address of SIPP/SASS Trustee/Scheme Administrator ("Trustee/ Scheme Administrator")	
2. Name and address of Financial Adviser Firm ("Financial Adviser")	

Whereas:

- The Trustee/Scheme Administrator is the trustee/Scheme Administrator of a self invested or self administered pension scheme ("Scheme").
- The Financial Adviser is currently the financial adviser to a member(s) of the Scheme or to the Trustee/Scheme Administrator.
- The Trustee/Scheme Administrator has invested in the Phoenix Wealth TIP (as defined overleaf).
- On the terms of this Agreement, the Trustee/Scheme Administrator is willing to delegate to the Financial Adviser specific authority to give direct fund-switching instructions to the Provider (as defined overleaf) without the approval of the Trustee/Scheme Administrator.

1. INTERPRETATION

- 1.1 In this Agreement unless the context requires otherwise the following words and expressions shall have the following meanings:
- a. Agreement means this agreement
- b. Phoenix Wealth TIP means the Trustee Investment Plan provided by the Provider with policy number
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- c. Provider means Phoenix Life Limited.
- 1.2 In this Agreement, unless the context requires otherwise:
- a. words in the singular include words in the plural and vice versa
- b. any references to statutes or statutory provisions include references to any orders or regulations made thereunder and references to any statute, provision, order or regulation include references to that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time
- c. headings to clauses are for information only and shall not form part of the operative provisions of, and shall be ignored in construing, this Agreement
- d. any reference to a clause is a reference to a clause of this Agreement
- e. any references to the parties or regulatory bodies are to include their successors in title and their assigns.

2. AUTHORISATION AND CONFIRMATION

- 2.1 The Trustee/Scheme Administrator and the Financial Adviser each confirm and warrant that:
- a. its entering into this Agreement does not violate or conflict with any law or regulation applicable to it;
 - b. all governmental and/or regulatory consents required for the business contemplated by this Agreement have been obtained and are in full force and effect and all conditions of such consents have been complied with.

3. DELEGATION OF SPECIFIC AUTHORITY

- 3.1 In consideration of the indemnity given by the Financial Adviser to the Trustee/Scheme Administrator under clause 4, the Trustee/Scheme Administrator hereby grants to the Financial Adviser the following specific authorities:
- a. where relevant, to receive fund switch instructions from a member of the Scheme in relation to the Phoenix Wealth TIP; and
 - b. to give such fund switch instructions in relation to the Phoenix Wealth TIP to the Provider without the need to obtain the prior consent or approval of the Trustee/Scheme Administrator.
- 3.2 The Trustee/Scheme Administrator and the Financial Adviser acknowledge that any fund switch instructions given pursuant to clause 3.1 may be given in any form and in any manner prescribed by the terms of the Phoenix Wealth TIP.

4. FINANCIAL ADVISER INDEMNITY

- 4.1 The Financial Adviser hereby indemnifies the Trustee/Scheme Administrator in respect of all losses, damages, claims and costs (including legal costs) suffered or incurred by the Trustee/Scheme Administrator as a direct consequence of the fraud, negligence or default of the Financial Adviser (or any of the Financial Adviser's directors, officers, employees and agents) committed as a consequence of its exercise of the authorities granted under clause 3.1.

5. TERM AND TERMINATION

- 5.1 The authorities granted pursuant to clause 3.1 shall continue in full force and effect until the occurrence of any of the following:
- a. the Trustee/Scheme Administrator disinvests him/herself from the Phoenix Wealth TIP; or
 - b. the Financial Adviser ceases to act as the Financial Adviser for the particular member of the Scheme or the Trustee/Scheme Administrator and the Provider is advised.
- 5.2 Notwithstanding the provisions of clause 5.1, the Trustee/Scheme Administrator may revoke the authorities granted pursuant to clause 3.1 immediately on giving written notice to the Financial Adviser.
- 5.3 The provisions of clause 4 will survive any termination of this Agreement or the termination of the authorities granted pursuant to clause 3.1.

6. NOTIFICATIONS AND ACKNOWLEDGEMENTS

- 6.1 The Financial Adviser undertakes to give written notice to the Trustee/Scheme Administrator of any fund switch instruction given pursuant to the authorities granted under clause 3.1 within 5 business days of the Financial Adviser receiving written confirmation from the Provider or an administrator appointed by the Provider that such fund switch instruction has been actioned and completed.
- 6.2 The Financial Adviser undertakes to provide a certified copy of this Agreement to the Provider prior to it exercising the authorities granted to it under clause 3.1 for the first time. The Financial Adviser further undertakes to provide a certified copy of any amended version of this Agreement to the Provider as soon as such changes have been agreed with the Trustee/Scheme Administrator.
- 6.3 The Financial Adviser undertakes to give written notice to the Provider immediately upon any authority granted pursuant to clause 3.1 being terminated including termination in accordance with clause 5.
- 6.4 The Trustee/Scheme Administrator and the Financial Adviser hereby acknowledge that the Provider or an administrator appointed by the Provider cannot be held liable in any manner for accepting fund switch instructions from the Financial Adviser except where the Provider has received or acknowledged receipt of the written notice of the termination of such authority. The Trustee/Scheme Administrator and Financial Adviser further acknowledge that the fund switch instruction will operate in accordance with the terms for fund switching set out in the Phoenix Wealth TIP.

7. GENERAL

- 7.1 This Agreement shall be governed by English law and the Trustee/Scheme Administrator and the Financial Adviser submit all matters to the exclusive jurisdiction of the English courts.
- 7.2 This Agreement is not assignable.
- 7.3 This Agreement may only be varied or amended in writing and signed by the Trustee/Scheme Administrator and the Financial Adviser.
- 7.4 Nothing in this Agreement shall be construed as giving rise to any relationship of partnership or agency between the Trustee/Scheme Administrator and the Financial Adviser.
- 7.5 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same Agreement.

IN WITNESS the parties have entered into this Agreement the day and year first above written

Signed by [Trustee/Scheme Administrator]



Acting by

Signed by [Trustee/Scheme Administrator]



Acting by

Phoenix Life Limited, trading as Phoenix Wealth, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Phoenix Life Limited is registered in England and Wales No. 1016269 and has its registered office at: 10 Brindleyplace, Birmingham, B1 2JB.

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