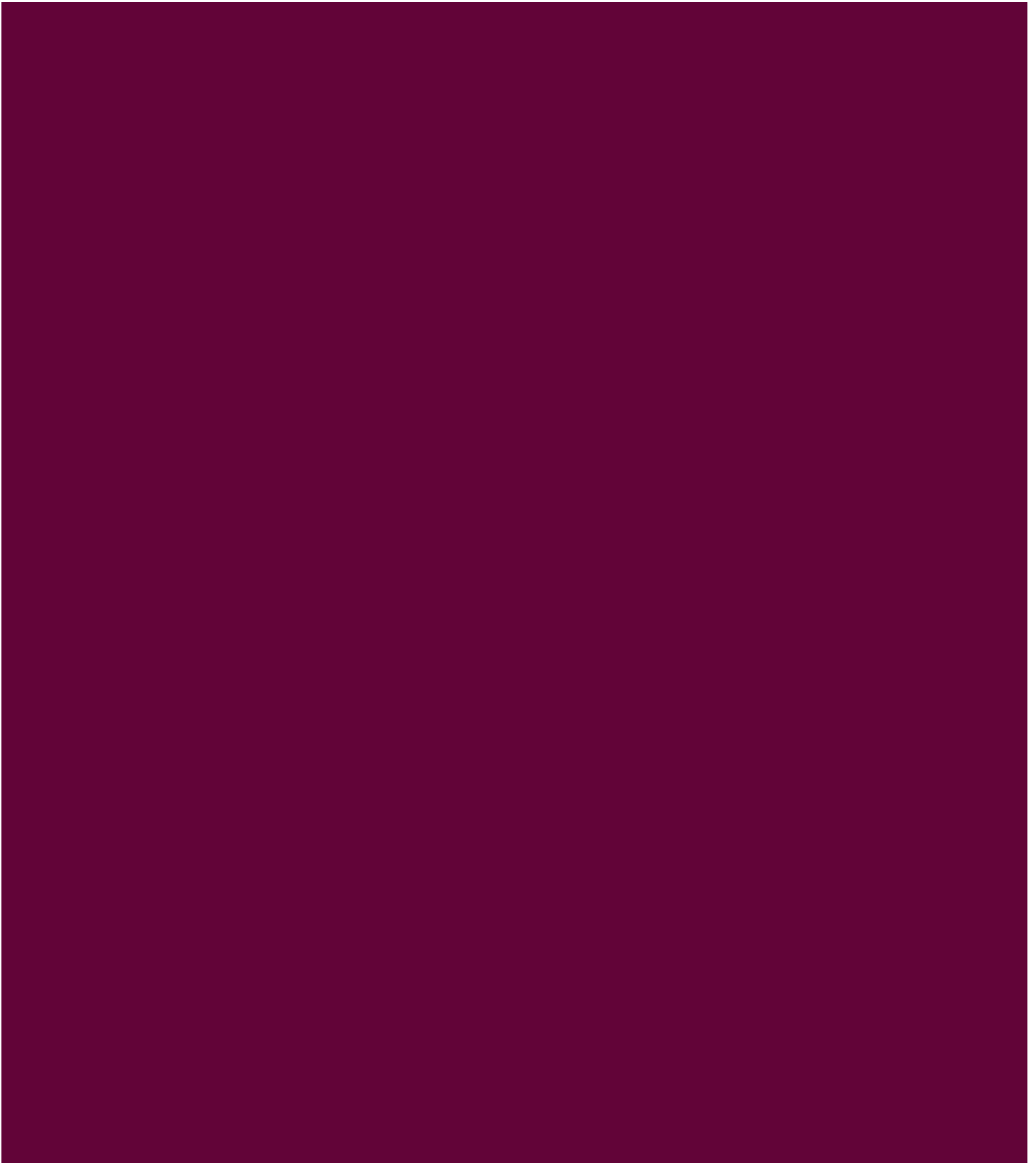


POLICY PROVISIONS

OF THE TRUSTEE INVESTMENT PLAN



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1) GENERAL PROVISIONS

1.1 Definitions

In this Policy unless precluded by subject-matter or context, words in the singular shall be construed as including the plural and vice versa and words in the masculine gender shall be construed as including the feminine and vice versa. The terms listed below have the meanings set out next to them and every time these defined words are used in the Policy they will start with a capital letter.

Actuary – a person who is a Fellow of the Institute and Faculty of Actuaries.

Adviser Charge – a fee You agree to pay Your Financial Adviser or Investment Deals Manager in return for the advice or related services that You receive in relation to this Plan, excluding Flexible Adviser Remuneration and Funded Initial Commission.

Adviser Payment(s) - is a term used to collectively describe Adviser Charges and Flexible Adviser Remuneration. These are the methods that may be available to You or the Member to pay for advice and related services You receive in relation to this Policy.

Annual Fund Management Charge - means the annual percentage fund management charge applicable to each Fund, as modified from time to time in accordance with the terms of the Policy. A leaflet detailing the annual fund management charges applicable to each Fund is available on request.

Business Day – a day when the London Stock Exchange is open.

Commencement Date - means the date Your Policy commences as shown in the Schedule.

External Fund Manager - means a company other than Phoenix Life Limited which manages an Underlying Fund.

Flexible Adviser Remuneration (FAR) - means a method used to pay Your Adviser for advice and related services as described in provision 6.2.

Fund - means a fund designated by Us in which You can invest Your contributions. Our **Fund List** details the funds available under the Policy and is available on request. The available funds offered by Us may be varied from time to time in accordance with provision 3.

Fund Dealing Guide - means the guide, as amended from time to time, issued by Us to You at the start of this contract. The guide sets out the processes relating to the investment of contributions into each Fund and similarly describes the process that will apply where Units are surrendered from a Fund. Any amendments We may make to the guide will be advised to You where We consider it is appropriate to do so. A copy of Our current **Fund Dealing Guide** is available on request.

Fund Expenses - means the expenses determined by the External Fund Manager which are deducted from the value of each Underlying Fund on a daily basis and are reflected

in the Price. Details of the Fund Expenses for each Fund are set out in our **Fund List**, a copy of which is available on request.

Legal Requirements - means the requirements of HM Revenue & Customs (HMRC), Statutory Requirements, legislation, regulation and decisions by the Courts of England and Wales or the European Court of Justice that relate to the Scheme or the Policy.

Member - means, in the case of a Policy effected by the Trustees/Scheme Administrator of a Registered Pension Scheme, the individual member of that scheme to which the Policy relates.

Pensions Business - is as defined in Section 431 of the Taxes Act.

Policy - means this agreement including the Schedule and any amendments made in accordance with the terms of this agreement.

Policy Value - means the value calculated by multiplying the number of Units in each Fund by the relevant Price of the Units. The policy value will also include any contributions that have been received by Us but that have not been allocated to Units in the chosen Funds.

Policyholder - means the Trustees/Scheme Administrator as detailed in the Schedule.

Portfolio Rebalancing - is the option for Your investment to be automatically rebalanced into specified proportions in different Funds. This can be done at a chosen frequency of monthly, quarterly, half-yearly or annually.

Price - means the price at which each Unit in a Fund shall be dealt with by Us.

Reassurance Fund - means a fund operated or managed by another life insurance company.

Registered Pension Scheme - means a pension scheme that has either been registered by HMRC or has acquired registered status by virtue of being an approved pension scheme on 5 April 2006 in accordance with the Finance Act 2004.

Retail Client - means a Client who is entitled to receive the highest level of protection available under the Prudential Regulation Authority and the Financial Conduct Authority rules. This may, for example, include access to both the Financial Ombudsman Service and the Financial Services Compensation Scheme.

Schedule - means the separate document or documents issued to You with these Policy Provisions. You may also receive replacement or additional Schedules where the terms and conditions which apply specifically to You change. For example, where You pay an additional contribution in accordance with provision 2.

Scheme - means the pension scheme referred to in the Schedule being a Registered Pension Scheme.

Scheme Administrator - means the administrator of the Scheme referred to in the Schedule or any successor.

Scheme Documentation - means the documents establishing the Scheme and the rules as added to, replaced or amended from time to time.

Statutory Requirements - means the requirements of HMRC and other applicable statutory requirements that relate to the Scheme.

Taxes Act - means the Income and Corporation Taxes Act 1988.

Trustees - means the trustees of the Scheme as referred to in the Schedule or any successor.

Underlying Fund - means a fund, including a Reassurance Fund, in which a Fund invests.

Unit - means one of the notional units into which each Fund is divided.

Valuation - means a valuation of a Fund, as described in provision 3.7.

Valuation Day - means the Business Day on which a Valuation takes place.

We, Us or Our means Phoenix Life Limited and where applicable may include our agents.

Withdrawal Option - is the option to receive Withdrawal Payments.

Withdrawal Payments - means payments We make to You under the Withdrawal Option.

You - means the Trustees/Scheme Administrator from time to time of the Scheme to whom this Policy has been granted and where applicable, may include your agents. The expression "Your" will be construed accordingly.

Your Adviser - means a financial adviser who provides advice and related services to You or the Member in relation to this Policy.

1.2 Contract

You will be treated as a Retail Client by Phoenix Life Limited.

The Policy starts on the Commencement Date and is issued to You upon the basis of the completed application form and any supporting evidence supplied by You. We accept liability solely in accordance with the provisions of this Policy, which may only be modified by an endorsement issued by Us in accordance with provision 9 of this Policy.

1.3 Benefits provided under this Policy

The benefits provided under this Policy are to correspond with Your liabilities to provide benefits under the Scheme.

You will ensure that the proceeds of this Policy are only used to provide benefits under and in accordance with the Scheme Documentation and in a manner consistent with the Statutory Requirements.

1.4 Notifications by you to us

Any notification by You under this Policy (including how any contributions should be invested amongst the available Funds and any notification to surrender or switch Units) must be sent by You to Us. Any notification must be in writing or by such other method as We may agree to. Any notification must be sent to Phoenix Wealth, Unit Linked Life & Pensions, PO Box 1393, Peterborough, PE2 2TP or such other address as We notify to You from time to time, otherwise it will not be effective.

You will advise Us of any changes to the Policyholder. You agree to procure that any such new Policyholder executes all such revised instructions, mandates or other documentation as We may reasonably require from time to time. We will also be entitled to request such evidence as We consider satisfactory of the change before acting on instructions in relation to the Policy.

We are not obliged to act on any notification, if to do so would contravene any Statutory Requirement.

We may also require clarification of any notification by You to Us if it is unclear, before We are obliged to act on it.

We may also require such evidence of the birth, marriage, survival or death of any persons, as may be relevant, before paying any monies under this Policy.

1.5 Notifications by Us to You

We will send any notification under this Policy to the latest address You have supplied Us with. You should ensure that We are notified if You change Your address. Any notifications by Us to You will, unless We and You agree otherwise, be sent by post and We will treat it as having been received by You five days after the date of posting.

1.6 Governing Law

We and You have a free choice about the law that can apply to a contract. We propose to choose the law of England and Wales, and, by entering into this contract You agree that the law of England and Wales applies.

1.7 Liability

Except as otherwise provided herein or by Legal Requirements, We shall not be liable for any losses or costs incurred by You under this Policy, except where such losses or costs are caused by a material breach of Our obligations under this Policy, negligence, wilful default or fraud by Us or Our employees, directors or officers.

We are liable for death and personal injury caused by Our negligence.

In the event that an External Fund Manager defaults on an obligation to Us which causes a loss to You, We will use Our reasonable endeavours to enforce any contractual remedies which are available to Us on Your behalf if in Our reasonable opinion, a claim can be successfully made against the relevant External Fund Manager, and having given consideration to the following:

- a) that We are able to bring such a claim either:
 - (i) in Our capacity as an investor in the Underlying Fund; or,
 - (ii) pursuant to terms of any agreement We may have with that External Fund Manager; and,
- b) that it does not prejudice Our duties to, or the rights of, any of Our other policyholders; and,
- c) that there are no legal or regulatory reasons why We should not pursue such a claim.

We will pass onto You the amount net of costs and expenses that We receive from successfully pursuing such an action in respect of Your Policy.

We shall not be responsible to You or a Member for:

- a) the agreement or settlement of any Adviser Payments, or any other payments to Your Adviser or other party, whether the payment is facilitated through Your Policy or not; and,
- b) any losses, costs, actions, proceedings, claims and demands which may be incurred by You or a Member or brought or made against Us arising directly or indirectly from the payment or non-payment of any Adviser Payments, whether the payment of these is facilitated through Your Policy or not, other than as a direct result of Our negligence, fraud or wilful default in facilitating the payment of such Adviser Payments through Your Policy.

2) CONTRIBUTIONS

We will accept regular or single contributions from You. Any contributions may only be made by such contribution methods as We may agree to. We may set a minimum contribution level to the Policy.

3) INVESTMENT PROVISIONS

3.1 Addition, withdrawal, closure, merger or sub-division of Funds

We reserve the right at any time to add to, withdraw, convert or merge all or any of the Funds, or close all or any of the Funds to new payments or Unit exchange or sub-divide all or any of the Funds provided We believe it is reasonable to do so and it is for one of the following reasons:

- a) We are unable to continue to invest in a Fund because of Statutory Requirements or other legal or regulatory requirements; or,
- b) the cost or charges (including administration, compliance, regulatory and investment charges) We incur for making a Fund available under the Policy are increased; or,
- c) because investments to match the investment objective of the Fund cannot be obtained, for example, if an external fund is closed; or,
- d) the External Fund Manager withdraws, converts or merges any of the Underlying Funds; or,
- e) the Fund can no longer be operated on a profitable basis; or,
- f) the size of any such Fund is insufficient to enable it to be effectively managed; or,
- g) if We reasonably believe that due to circumstances outside of Our control, continued dealing in Units may not be fair to all potentially effected Policyholders.

If you hold Units in the affected Fund and/or Your contributions are being invested in that Fund, unless We are unable to do so due to Statutory Requirements or other legal or regulatory requirements or for any other reason that is outside Our control (for example, where We do not receive sufficient notice from the External Fund Manager) We will endeavour to give You at least 30 days' written notice of the date from which a Fund will be withdrawn, converted, merged, closed to new payments or Unit exchange or sub-divided. Where We are unable to give You 30 days' notice We will give You as much notice as is reasonably practicable.

If by the date a Fund is withdrawn, converted, merged or closed to new contributions You have not notified Us how Your existing Units in that Fund and/or new contributions that would have been invested in that Fund should be invested, then We may switch those Units and/or allocate new contributions, as the case may be, to any other Fund available to Your Plan as We determine is reasonably comparable and notify You accordingly.

3.2 Unit allocation

Contributions will be used to buy Units in the Funds that have been selected by You. Units will be purchased in accordance with the investment process that is set out in the **Fund Dealing Guide**.

The allocation of Units is notional and for the sole purpose of determining the Policy Value. You will not own Units

in a Fund or have any legal or beneficial ownership of the underlying assets in the Fund.

Some of the available Funds invest in Reassurance Funds. The value of a Fund which invests in a Reassurance Fund will depend on the value of the assets held by the other life insurance company in respect of that Reassurance Fund. In the event that any of these other life insurance companies failed to meet their obligations in relation to the Fund, arrangements are in place to enable Us to recover Your investment. If We are unable to fully recover Your investment, the value of Your Units would be reduced to the amount We are able to recover.

3.3 Fund switches

Monies may be switched between Funds on Your written instruction or by such other method as We may agree to. No charge will be levied by Us for implementing a switch.

We reserve the right to:

- a) refuse or delay requests for the switching of Units; or,
- b) limit the number of switches of Units; or,
- c) impose charges for switching of Units, where We have reasonable grounds to suspect that such switching arises from Policyholders engaging in:
 - (i) activities aiming to take unfair advantage of market timing opportunities; or,
 - (ii) a pattern of short-term or excessive switching; or,
 - (iii) switching patterns likely, in Our reasonable opinion, to be disruptive to Unit pricing of the affected Funds.

In exercising Our discretion, We will take into account a Policyholder's switching history in a particular Fund or across all Funds and the aggregate value of holdings of Units in Funds.

Where a switch is made, Units will be surrendered in the existing Fund and the proceeds used to purchase Units in the replacement Fund. The investment process relating to the switching of monies between Funds is set out in the **Fund Dealing Guide**.

3.4 Portfolio Rebalancing

If You have selected this option, We will automatically switch Units in Your Policy in accordance with Your instructions. The frequency of rebalancing can be monthly, quarterly, half-yearly or annually.

The first period of Portfolio Rebalancing will commence on the day of the calendar month You specify that Portfolio Rebalancing is to commence and will end on the same day at the end of the frequency selected. The day specified must be between 1st and 28th. Each subsequent rebalancing period will begin on the same day that the previous period ends. Where no date is specified, We will use the Commencement Date of Your Plan as the beginning point of the rebalancing period. Where the Commencement Date of Your Plan falls on the 29th,

30th or 31st of a calendar month, Portfolio Rebalancing will begin on the next Valuation Day after the 31st of the month. Where a rebalancing event falls on a day that is not a Valuation Day, then the automatic switch will take place on the next Valuation Day.

This option may be stopped at any time by writing to Us. If the instruction to stop Portfolio Rebalancing is received by Us within seven days of a rebalancing point, then the instruction may not be processed in time and will be actioned for the following month.

This option can also be started at any time by sending the relevant application form to Us. If the instruction to start Portfolio Rebalancing is received by Us within seven days of the rebalancing point selected, then the instruction may not be processed in time for that rebalancing period and will therefore be actioned for the following rebalancing point.

The day and/or frequency that Portfolio Rebalancing occurs may also be altered if the instruction to make the change is received within the timescales outlined above.

Funds may be switched at any time, however where a Portfolio Rebalancing facility is in place and a Fund switch is received, Portfolio Rebalancing will cease until a new instruction is received.

Where an annual statement is produced during a rebalancing period, it will show the asset allocation as at the date it is produced. Therefore it may not represent the original allocation chosen until the next rebalancing event occurs. Portfolio Rebalancing will be stopped if one of the Funds in which You are invested is closed to new investments unless You opt for the default Fund offered by Us. A new instruction in writing will be required to re-start this facility.

Where an automated Withdrawal Option has also been selected the regular Withdrawal Payment will always be made before the rebalancing event takes place.

3.5 Surrender of Units

Units may be surrendered at any time on Your written instruction or by such other method as We may agree to.

The proceeds of any Units surrendered will be paid to You or may be applied to provide an annuity under provisions 7.1 and 7.2 of this Policy when benefits come into payment under the Scheme or when the Statutory Requirements otherwise permit.

The disinvestment process relating to the surrender of Units in a Fund is set out in the **Fund Dealing Guide**.

Where You surrender all the Units that are held under this Policy We will cease to have any further liability under this Policy. If you have agreed to pay Adviser Payments through Your Policy, any future payments due, or outstanding payments, will not be made to Your Adviser. If necessary, You or the Member (as applicable) will need to agree with them how any outstanding payments will be settled.

3.6 Delay of cancellation of Units

We have the right to defer the exchange or cancellation of any Units in a Fund if, in Our reasonable opinion, such deferral is necessary to avoid causing serious disadvantage to other policyholders whose benefits are linked to Units in the same Fund. In these circumstances the exchange or surrender of Units will be effected at the Price of the respective Units at the end of the period of deferment.

Where any right to defer the exchange or cancellation of Units is exercised, notwithstanding anything else in the Policy, it will not be possible to exchange or cancel Units until the end of the period of deferment.

3.7 Valuation method

On each Valuation Day We work out the value of each Fund. We or the External Fund Manager will select a time of day at which the value of each asset of the Fund or Underlying Fund (as applicable) is determined. This will:

- not exceed a value based on the buying price for the asset at the appropriate time of day plus the cost of buying; and,
- not be less than a value based on the selling price for the asset at the appropriate time of day less the cost of selling.

The following will be deducted from this value:

- the Fund's and/or Underlying Fund's share of any taxes, including any potential taxes and levies imposed (including those imposed upon Us by the Financial Services Compensation Scheme);
- any costs incurred in valuing, managing, maintaining, buying and selling assets including the Fund Expenses;
- any other liabilities for which it is reasonable for Us or the External Fund Manager to say the Fund or Underlying Fund should take a share; and,
- the Annual Fund Management Charge multiplied by the number of days since the last Valuation Day divided by 365 and multiplied by the value of the Fund.

In valuing each Fund:

- Units of other Funds held will be valued at their prevailing Price; and,
- income of the Fund will be taken into account at the time the Fund becomes entitled to receive that income, whether or not it has actually been received, to the extent that this is appropriate.

3.8 Unit prices

The Price of Units in a Fund will be calculated at each Valuation Day and will be no less than the amount arrived at by dividing the then current value of the Fund (after the deduction of any applicable charges levied on that day) by the total number of Units attributed to that Fund, the result being rounded by not more than one tenth of a penny.

4) WITHDRAWAL PAYMENTS

4.1 The withdrawal Option

You may choose to make regular withdrawals on a monthly, quarterly, half-yearly or yearly basis, subject to the conditions set out below. The withdrawal amount will be paid either as a cheque or by BACS or Telegraphic Transfer directly to the Scheme bank account as per Your instructions. Payment by Telegraphic Transfer will incur a charge.

4.2 Exercising the withdrawal Option

You may exercise the Withdrawal Option after the Policy has been issued, by giving Us the instruction in writing.

4.3 Conditions

The Withdrawal Payments will start on the date You specify and then continue at Your chosen frequency.

Following each Withdrawal Payment, the number of Units held in Your Policy will be reduced. The reduction in Units will be such that the value of the Units cancelled will be equal to the amount of the Withdrawal Payment. The value of Units will be calculated as the number of Units multiplied by the applicable Price as set out in the **Fund Dealing Guide**.

4.4 Starting, altering and ending Withdrawal Payments

If you wish to:

- alter the frequency or amount of Withdrawal Payments; or,
- start Withdrawal Payments; or,
- end Withdrawal Payments,

You may do so at any time by giving Us notice in writing at least one calendar month before the change is to take place.

The Withdrawal Option will immediately cease on the happening of the earlier of the following events:

- on notification to Us of the death of any individual to whom the benefits provided by this Policy are solely linked; or,
- dis-investment of the Policy assets.

No Withdrawal Payments will be made unless We have a valid instruction to do so.

5) CHARGES

5.1 Annual Fund Management Charges

The Annual Fund Management Charge will be calculated as a percentage of the value of the Fund. It may be changed at any time.

The circumstances that could lead to an increase in the Annual Fund Management Charges are an increase of the percentage of the Fund required to cover the costs and expenses of the Funds and the Policy and increases in costs and expenses resulting from future changes. Future changes in costs and expenses could result from:

- a) a change in the tax rules, legislation or regulation or the way such rules are interpreted or applied in practice; or,
- b) Our staff or overhead costs being higher than We expect; or,
- c) increases in the costs of administration; or,
- d) increases in the costs of External Fund Managers.

The increase in the Annual Fund Management Charge would reflect such increase in costs and expenses or the fact that they represent a higher percentage of the value of a Fund. If this happens We would write to all Policyholders who are affected to tell them of the change.

If We need to make any other changes under the Policy then such change(s) will be carried out in accordance with provision 9.

By reserving the right to make increases to the Annual Fund Management Charges We are also able to maintain the capital We are required to keep by the Prudential Regulation Authority at a level which would avoid having to apply generally higher charges to the Policy.

5.2 Charges General

All charges expressed as a monetary amount and any threshold on which charges are based, may be changed annually, in line with the Average Weekly Earnings index (or other suitable index), on 1 July or the next Business Day. This is based on the percentage change in the index over the 12 months to the preceding January.

This percentage figure is published by the Office for National Statistics. Each April, they release data which enables a provisional percentage figure for the preceding 12 months ending January to be created. To calculate the increase to Our charges We increase the unrounded charge by the increase in the index. The resulting figure(s) would then be rounded as determined by Our Actuary.

In addition to the above, We reserve the right to amend Our charges and will notify investors accordingly. If changes to Our charges are proposed, We will write to You no less than 30 days before implementation with Our reasons. Further details on charges can be found in the **Charges** leaflet.

There are a number of circumstances that could lead to an increase in any of the product charges. These are a change in costs or expenses as a result of tax rule, legislation or regulatory changes or the way such rules are interpreted or applied in practice; or an increase in costs of using third parties relating to the provision of this Policy. If We were to increase any of Our charges (other than for Our annual July increase), We will notify You and Your Adviser at least 30 days prior to the change.

6) ADVISER PAYMENTS

Adviser Payments are met by reducing the number of Units allocated to You proportionately across all Fund holdings by such number of Units that are equal in value to the charge.

6.1 Policies set up on an adviser charge basis

If You take out a Plan or make changes to Your existing Plan, and You want to pay Your Financial Adviser for advice or services, You will need to do this through Adviser Charges.

Paying for advice and services in relation to Your Plan must be agreed separately between You and Your Financial Adviser. You can pay either:

- directly, in which case it is agreed with and paid to Your Adviser separate from the Policy or
- by asking Us to make a deduction from the money invested in Your Policy to pay Your Adviser.

In either case the arrangement is between You or the Member and Your Adviser.

If HMRC advises that any Adviser Charges paid from Your Policy are inappropriate, You or the Member may incur a tax liability for an 'unauthorised payment'.

We will not be liable to You or the Member or to anyone else in respect of payment of Adviser Charges where there are insufficient monies or assets available in the Policy to do so, or any Adviser Charges that are outstanding and payable by You or the Member to Your Adviser. You or the Member (as applicable) will need to settle any outstanding Adviser Charges directly with Your Adviser.

If You or the Member change financial adviser, cancel an instruction to Us to facilitate the payment of Adviser Charges or in any other situation where it is not reasonably possible for Us to facilitate a payment, You or the Member (as applicable) will be responsible for settling any outstanding Adviser Charges directly with Your Adviser.

If You cancel any additional investments during the cancellation period, any Adviser Charges We have taken from Your Policy and paid Your Adviser, up to the point We receive Your notice to cancel the additional investment, will be refunded in full. Your Adviser will be responsible for paying back to Us any payments We have made to them. You or the Member may still be liable to pay Your Adviser for the advice or services You or the Member have received, and You or the Member (as applicable) will need to discuss with Your Adviser how these will be settled.

To allow Us to facilitate Adviser Charges through the Policy, You (or the Member, where appropriate) will need to complete an **Adviser charges payment request form**. If We don't receive a form, Adviser Charges must be paid outside of the Policy. For a one-off ad hoc Adviser Charge, We will accept written instructions from You and You do not need to complete an **Adviser charges payment request form**.

Where You have requested Us to facilitate payment of Adviser Charges through Your Policy, We will facilitate

the payment of the Adviser Charge in accordance with instructions from You or the Member. We will hold this money for Your Adviser before it is transferred to them. Once the Adviser Charges are deducted from Your Policy, the money is not client money.

Facilitation of Adviser Charges will be at Our discretion and We can refuse to facilitate an Adviser Charge for any reason, acting reasonably. You must notify Us if You (or the Member) terminates the appointment of Your Adviser.

Where Your Adviser notifies Us that the service they provide to You or the Member is being transferred to a new firm, and We are satisfied that You (or the Member, where appropriate) have been adequately notified of this, We will pay any Adviser Charges to the new firm without the need for a new **Adviser charges payment request form**. Where We receive any such notification from Your Adviser We will confirm this to You (and the Member, where appropriate) and, unless You (or the Member, where appropriate) instruct Us otherwise, We will deem this to be Your (or where appropriate, the Member's) consent to make this change. The change will be deemed to be reflected in Your (or where appropriate, the Member's) **Adviser charges payment request form**.

You must notify Us if You terminate Your relationship with Your Adviser or appoint a new Adviser. If You appoint a new Adviser and You or the Member want Adviser Charges to be paid through Your Policy, You (or the Member, where appropriate) must complete a new **Adviser charges payment request form**.

Initial adviser charge

You can pay this charge (as a fixed amount, or a percentage) on a single and regular contribution.

For single contributions, the charge is deducted immediately after the payment has been invested.

For regular contributions, the charge is deducted as soon as the Policy Value is sufficient to cover the payment.

Ongoing Adviser Charge

You can pay a regular payment for any ongoing advice and services that Your Adviser has agreed to provide You or the Member with. It can be a fixed amount or a percentage of Your Policy's total value. It can be paid monthly, quarterly, half-yearly or annually.

Ad hoc adviser charge

You or the Member can agree with Your Adviser to pay a one-off charge for the advice they give, as and when the advice is received. It must be a fixed amount.

Deferral of Adviser Charges

Where Adviser Charges cannot be met due to the value of Units allocated to the Policy being insufficient, then the payment due will be deferred until such time as the charge can be met in full.

6.2 Policies set up on a Flexible Adviser Remuneration (Far) basis

If You have a Policy where You or the Member received advice before late 2012 You may be paying Your Adviser through FAR. This arrangement will continue, however, due to regulatory changes, from late 2012 it will not be possible to set up a new FAR arrangement on existing Policies where advice and services are given.

This means that You can reduce the amount You pay Your Adviser through FAR or cancel the arrangement but You cannot increase the amount You pay.

From late 2012, payments to Your Adviser for advice or services will need to be made through Adviser Charges, details of which are set out in provision 6.1 above.

Initial Payment

If You or the Member have agreed to pay an initial payment to Your Adviser from Your regular contributions into Your Policy, this will continue to be deducted when each contribution is received, unless cancelled by You.

Renewal Payment

Where You or the Member have agreed to pay renewal payments to Your Adviser for ongoing advice You or the Member receive for Your Policy, these will continue, unless cancelled by You. These payments are deducted from Your Policy at agreed intervals as a percentage of the fund or a monetary amount. You or the Member can agree with Your Adviser to stop renewal FAR and replace it with an Adviser Charge.

Deferral of FAR Payment

Where FAR payments cannot be met due to the value of Units allocated to the Policy being insufficient, then the payment due will be deferred until such time as the charge can be met in full.

7) PROVISION OF ANNUITY

7.1 Purchase of annuity

Any annuity to be provided by Us under the terms of this Policy shall correspond with the pension payable under the Scheme and will be on Our prevailing terms at the date monies are applied to purchase the annuity. The annual rate of any annuity will be calculated by multiplying the value of the monies applied to purchase the annuity at the date of such application by Our prevailing annuity rate for the type of annuity chosen.

Where You purchase an annuity with Us You will be required to provide Us with such information as We may reasonably require for the purposes of calculating Our annuity rate and paying the annuity.

7.2 Purchase of annuity from another authorised insurer

Instead of an annuity being provided in accordance with provision 7.1 of this Policy, You may instruct that an annuity be purchased from an authorised insurer using the proceeds of a surrender of Units in accordance with provision 3.5, requested by You, whereupon We shall, as instructed, transfer such purchase price direct to You or the authorised insurer concerned.

8) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Contracts (Rights of Third Parties) Act 1999 is excluded.

9) AMENDMENTS TO THE POLICY

- a) We reserve the right from time to time by giving You 30 days' written notice, so far as it is practicable to do so, to make such changes or additions to these Policy Provisions as are reasonably required to reflect:
- (i) changes in applicable pensions, tax or other law, legislation, regulation or industry codes of practice which affect Your Policy; or,
 - (ii) changes in how the London Stock Exchange or other relevant investment or regulated markets may work which may impact on the operation of Your Policy; or,
 - (iii) changes in investment/share dealing administration or other infrastructure facilities, systems or means of communication which impact on the provision and operation of Your Policy and which are outside of Our control; or,
 - (iv) changes to services relating to Your Policy supplied to Us by third parties; or,
 - (v) changes in circumstances or the happening of any event which is outside of Our control which means that the Policy Provisions operate in a way which is unfair to You or Our other policyholders; or,
 - (vi) changes resulting from the introduction of new systems, services, and changes in technology outside of Our control; or,
 - (vii) changes in circumstances or the happening of any event which is outside of Our control and which makes it impossible, impracticable or economically unviable for Us not to make a change to the Policy Provisions, provided that any such change is not unfair to You or Our other policyholders; or,
 - (viii) changes required to remedy obvious errors.
- b) We reserve the right from time to time to make changes or additions to these Policy Provisions for any administrative or other reason, which may or may not have a detrimental effect on You, and which are not set out in (a) above. If You suffer a detriment as a result of a change or addition under this paragraph (b) You may notify Us and You will be free to surrender Your Policy.

10) TAX

- 10.1** We are issuing this Policy to You on the condition that such of Our business referable to this Policy is treated as Pensions Business.
- 10.2** You agree to use all reasonable endeavours to ensure that the Scheme is and remains a Registered Pension Scheme.
- 10.3** You agree to notify Us if the Scheme ceases to be a Registered Pension Scheme.
- 10.4** If the Scheme ceases to be a Registered Pension Scheme or this Policy ceases to fall within the definition of Pensions Business, We have the right to terminate the Policy with immediate effect.
- 10.5** If as a result of the Scheme ceasing to be a Registered Pension Scheme or the Policy ceasing to fall within the definition of Pensions Business, We become liable for any tax, charge, cost or expense (except where such liability has arisen as a result of any act or omission by Us) You will discharge that liability. If You do not discharge that liability, We may cancel Units under this Policy equivalent in value (at the Price applicable to those Units at such time as We may determine) to the amount of that liability.
- 10.6** We will also be entitled to recover any other amount for which We become liable, or the present value of any estimated amount of tax liability, by way of taxation in relation to this Policy or investments held under this Policy.
- The recovery may be made by charging such amount or estimated amount to the Fund in question or by the deduction from any benefits payable under this Policy or by such other method as We from time to time determine.

11) FAIRNESS OF TERMS

- a) In making decisions and exercising discretions given to Us under these Policy Provisions, We will act reasonably and with proper regard to the need to treat You and Our other customers fairly.
- b) These Policy Provisions will only apply to Your Policy provided they are not held by a relevant court or viewed by the Financial Conduct Authority to be unfair contract terms or reasonably considered by Us to be unfair contract terms. If a term is held, viewed or considered to be unfair it will, as far as possible, still apply but without any part of it which would cause it to be held, viewed or considered unfair.

FINANCIAL ADVISER

For more information on your Policy and the options available to you, please speak to your financial adviser.

Please note that financial advisers use a variety of different ways to charge you for their services and you will be liable for any charges incurred. Please ask your financial adviser for full details of these charges.

If you do not have a financial adviser and would like to speak to one in your area, you can visit **[unbiased.co.uk](https://www.unbiased.co.uk)**.

CONTACT US

If you would like more information about your Policy please:

Call us on **0345 129 9993**

Available 8.30am – 5.30pm, Monday to Friday. As part of our commitment to quality service and security, telephone calls may be recorded.

Email us at **customerservices@phoenixwealth.co.uk**

Please be aware that emails are not secure as they can be intercepted, so think carefully before sharing personal or confidential information in this way.

Visit us here **[phoenixwealth.co.uk](https://www.phoenixwealth.co.uk)**

Write to us

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