

# **Trustee Investment Plan**

## Policy Provisions



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## 1. Introduction

### The Trustee Investment Plan

This Policy is issued to you by us. It witnesses that we agree to pay the benefits described in the Policy on the terms stated in the provisions.

This is a pension investment policy for trustees of UK registered pension schemes issued by Canada Life Limited.

These provisions, any application made by you, any Endorsements and any Policy Schedule set out the detailed terms of the contract between you and us.

All these documents include important information and you should read them carefully. If you have any questions, contact us immediately.

You should keep them in a safe place as they may be needed in the event of a claim.

## 2. Interpretation

In these provisions, any Policy Schedule and in any Endorsement:

References to 'Canada Life', 'we', 'us' and 'our' mean Canada Life Limited.

References to 'you' or 'your' mean the Policyholder(s) as shown in any Policy Schedule or Endorsement.

Reference to any act or statutory provision are references to that act or provision as amended or replaced from time to time.

The singular includes the plural and the plural the singular.

## 3. Definitions

In these provisions, any Policy Schedule and in any Endorsement we start certain expressions with a capital letter to remind you that you can look up their meaning here:

'**Bid Price**' is the price we will use to credit or cancel Units from the Policy. See section 5.5 for more details;

'**Due Date**' means the first and each subsequent monthly, Quarterly, half yearly or yearly period starting from the Policy Date;

'**Endorsement**' means a written record of any change we make to the Policy;

'**External Fund**' means any unit linked fund that is not managed by us or another company within the Canada Life group, but is linked to Funds of external companies instead;

'**Fund**' means any Internal Fund or External Fund offered within the Canada Life 'Series 4 Pension Funds'. Each fund is a separate and identifiable fund;

'**Internal Fund**' means any unit linked fund that is managed by us or another company within the Canada Life group;

'**Nominated Professional Adviser**' means the professional adviser you have authorised to act on your behalf;

'**Nominated Fund**' means each Fund from which you have chosen to transfer Units under the phased investment option;

'**Payment Date**' means the date we apply any additional Single Premium you pay into the Policy and is shown in the Policy Schedule issued for that additional Single Premium;

'**Phasing Date**' means the first and each subsequent monthly or Quarterly period starting from when the phased investment option starts;

'**Phasing Frequency**' means how often the phased investment option happens. This can be monthly or Quarterly;

'**Policy**' means this Trustee Investment Plan;

'**Policy Date**' means the date we apply the initial Single Premium you pay into the Policy and is shown in the Policy Schedule;

'**Policy Schedule**' means the documents issued with the Policy which contains specific information relevant to the Policy;

'**Premium**' means any Single Premium you pay to and any Regular Premiums you are paying to us;

'**Quarterly**' means once every three months;

'**Registered Office**' means Canada Life Place, Potters Bar, Hertfordshire, EN6 5BA;

'**Regular Premiums**' means any recurring Single Premiums you are paying to us. Regular Premiums can be paid monthly; Quarterly; half yearly or yearly;

'**Selected Fund**' means each Fund to which you have chosen to transfer Units under the phased investment option;

'**Selected Period**' means the length of time you wish the phased investment option to operate. This can be for a period of 6, 12, 24 or 36 months;

'**Scheme**' means the UK registered pension scheme shown in the Policy Schedule;

'**Single Premium**' means the initial single premium that you have paid to us and any additional single premiums that you decide to pay to us;

'**Unit Allocation Rate**' means the rate shown in the Policy Schedule that is applied to the Premium to credit Units at the Bid Price to the Policy. See Section 5.6 for more details;

'**UK**' means the United Kingdom;

'**Units**' mean the units of your chosen Fund. It is one of the equal parts into which the Fund is notionally divided for the purpose of recording the benefits that are due to you. See section 5 for more details;

'**Valuation Day**' means the day we calculate the value of the Units in each Fund in order to process certain requests, pay claims and to carry out the normal functions of the Policy. The valuation day may have to be delayed under sections 5.4 and 13;

'**Value of the Units**' means the number of Units held on the Policy on the Valuation Day multiplied by the Bid Price of the Units on the same Valuation Day; and

'**Working Day**' means a day other than a Saturday, a Sunday, or a public holiday in England. Where the Fund is domiciled, managed, administered, operated, or controlled in a country other than England, working day shall not include a public holiday in that other country.

## 4. Premiums

### 4.1 General

All Premiums to this Policy must:

- (a) be paid in the currency of the UK; and
- (b) be at least the minimum amount that we will accept at the time of the proposed payment.

See section 4.2 (Single Premiums) and section 4.3 (Regular Premiums) for details of the minimum Premium amounts and the minimum Regular Premium increase and decrease amounts at the time of issuing this Policy.

We may change the minimum amounts at our reasonable discretion. Details of our minimum amounts at the time of a proposed payment/change of payment can be found on our website ([www.canadalife.co.uk](http://www.canadalife.co.uk)) or by contacting our Registered Office.

### 4.2 Single Premiums

During the Policy's lifetime you can pay additional Single Premiums to the Policy. Each additional Single Premium must be at least £15,000. We will require your fully completed application and any other requirements we ask you to provide, to invest each Single Premium to the Policy.

We will issue a Policy Schedule for each additional Single Premium you pay to the Policy.

### 4.3 Regular Premiums

**4.3.1** During the Policy's lifetime (after the payment of the initial Single Premium), you can pay Regular Premiums to the Policy. At the time of issuing this Policy, each Regular Premium must be at least £1,250 each month, £3,750 each quarter, £7,500 each half year or £15,000 each year.

We will require your fully completed application and any other requirements we ask you to provide, to set up the collection and investment of the Regular Premiums to the Policy. The application and other requirements must be received at our Registered Office at least 15 days before the next Due Date. If your request is not received at least 15 days before the next Due Date it will be applied at the Due Date after that.

The first Regular Premium is payable by cheque or such other payment method (if any) that we agree to accept at the time of your application to commence the Regular Premiums. All other Regular Premiums are payable monthly, quarterly, half yearly or yearly in advance by direct debit. Regular Premiums are payable from the Policy Date or the next Due Date after we have received your request, unless you have specifically asked for the Regular Premiums to be payable from a later Due Date.

**4.3.2** You can ask us to cancel the Regular Premiums at any time. When you want to cancel the Regular Premiums you must write and tell us. You must sign the request and it must be received at our Registered Office at least 15 days before the next Due Date. On receiving your request we will cancel the Regular Premiums from the next Due Date. If your request is not received at least 15 days before the next Due Date it will be applied at the Due Date after that.

**4.3.3** You can ask us to increase or decrease the Regular Premiums. When you want to increase or decrease the Regular Premium you must write and tell us. You must sign the request and it must be received at our Registered Office at least 15 days before the next Due Date. If your request is not received at least 15 days before the next Due Date it will be applied at the Due Date after that. The increase or decrease will start on the next Due Date after we have received your request, unless you have specifically asked for the increase or decrease to start from a later Due Date.

In addition to the minimum amount of Regular Premiums stated in section 4.3.1, all requests to increase or decrease Regular Premiums are subject to a minimum amount. At the time of issuing this Policy, the minimum amount by which you can increase or decrease your Regular Premiums is £250.

**4.3.4** You can ask us to change the frequency of the Regular Premiums. When you want to change the frequency you must write and tell us. You must sign the request and it must be received at our Registered Office at least 15 days before the next Due Date. If your request is not received at least 15 days before the next Due Date it will be applied at the Due Date after that. The change of frequency will start on the next Due Date after we receive your request, unless you have specifically asked for the change of frequency to start from a later Due Date.

All requests to change the frequency are subject to the minimum premiums stated in section 4.3.1.

**4.3.5** Each Regular Premium must be paid within 30 days of the Due Date. If it is not paid within 30 days from the Due Date we will not ask for any further Regular Premiums from you. However, the Policy will stay in force and the Value of the Units will remain on the Policy.

## 5. Funds and Units

### 5.1 Purpose

The purpose of the Funds and Units is to provide a way for us to calculate the value of the Policy.

All Funds are divided into Units of equal value. Each Unit is a notional share of the Fund. The references to the Funds and Units are made solely to calculate the value of the Policy.

We may create additional Units or cancel existing Units but this will not affect the value of any Units that you may hold from time to time.

### 5.2 General information about the Funds

This Policy holds Units in the Canada Life Series 4 Pension Funds.

Within the Canada Life Series 4 Pension Funds there are Internal Funds and External Funds. The difference between the two is the type of asset that they invest in and the ownership of the underlying assets that make up the Funds.

We, or another company within the Canada Life group, own in our own right all assets of the Internal Funds.

Each External Fund is linked to an underlying fund operated by an external company. All the assets of the External Funds are owned by the relevant external company. Any contracts in relation to External Funds will be between the external companies and us. There is no contractual relationship between the external companies and you.

No one entitled to benefits under the Policy will have any rights whatsoever in the Funds or in any of the assets it holds.

You can invest in any Fund which is available within the Canada Life Series 4 Pension Funds.

You can choose up to ten Funds in which to invest your Premium.

When a new Fund is added to our fund range we will add details of the Fund to our website ([www.canadalife.co.uk](http://www.canadalife.co.uk))

### 5.3 Fund closure or suspension

#### 5.3.1 Closure

We may close, withdraw and combine Funds if we believe that it is reasonable to do so. We may do this for any of the following reasons:

- (a) poor performance of the Fund;
- (b) the Fund becomes uneconomic to run;
- (c) a change in law or regulation makes the Fund impossible or impractical to run;
- (d) operational considerations and corporate changes;

- (e) appropriate assets are unavailable for the Fund to invest in;
- (f) the manager of a fund underlying an External Fund decides to close that fund or we have concerns about the governance of that fund.

If you hold Units in such a Fund we will cancel all of the Units you hold in that Fund and replace them with Units in another Fund that has similar characteristics. We will not make a charge for this.

We will try to tell you at least one month before we withdraw, close or combine a Fund. If that is not possible, we will give you as much notice as we can.

#### 5.3.2 Suspension

Funds may be suspended for reasons within or beyond our control. The actions we take depend on the circumstances of the suspension. We will notify you about the suspension of a Fund as soon as we can.

### 5.4 Valuation of Funds

Each Working Day we will calculate the value of each Fund. Where it is not possible to value a Fund on a particular Working Day it will be valued on the next practical Working Day.

In valuing the Funds we will make allowance for the deduction of all expenses and payments in connection with its investments.

The expenses and payments include management, maintenance and property valuation expenses, mortgage interest, custody and bank charges and any borrowing costs.

We calculate the value of an asset as follows:

- (a) for a listed security, we base the value on the price quoted on the relevant stock exchange we have chosen;
- (b) for real properties we base the value on a valuation prepared and certified by our appointed independent valuers. After talks with our valuers these values may change to allow for rising income and expenses and changes in property prices between the valuations; and
- (c) for External Fund assets each external company values its own funds at its complete discretion and then provides us with a price or prices, which we use in valuing the External Fund.

Where an external company cannot provide us with a price we will not be able to value the External Fund until a price is given to us.

The exact value of each Fund can depend on the money being invested in and coming out of, the Fund.

- (a) If the money being invested in the Fund is more than the money coming out of it, the Fund manager will have cash to spend. So, the most appropriate valuation is the price that we can buy assets at, plus an estimate of the costs of buying them (the maximum value).
- (b) If the money coming out of the Fund is more than the money being invested in it, the Fund manager will have to sell assets to pay customers' claims and switches from that Fund. So, the most appropriate valuation is the price that we can sell assets at, less an estimate of the costs of selling them (the minimum value).

## 5.5 How we calculate the Bid Price of each Fund

5.5.1 We will use the Bid Price to sell and buy Units for the Policy.

5.5.2 The Bid Price will not be less than that calculated by dividing the minimum value of the Fund by the number of Units of that Fund at the time of the valuation, nor will it be more than that calculated by dividing the maximum value of the Fund by the number of Units of that Fund at the time of the valuation, both as determined in section 5.4. Both the minimum and maximum Bid Prices will be rounded down to one decimal place.

## 5.6 How Units are allocated to the Policy

5.6.1 We will use each Premium to add a number of Units to the Policy from the Fund(s) you have chosen. The number of Units added is rounded down to the nearest 1/1000th of a Unit.

5.6.2 For the initial Single Premium the number of Units added to the Policy, for each of your chosen Funds, is calculated in the following way. We multiply the initial Single Premium by the Unit Allocation Rate and by the proportion to be invested in the Fund and divide by the Bid Price on the next available Working Day after the Policy Date.

The calculation can be expressed by the formula:

$$\frac{\text{initial Single Premium} \times \text{the proportion of the Unit Allocation Rate to be invested in the Fund}}{\text{Bid Price on the next available Working Day after the Policy Date}}$$

5.6.3 For each Regular Premium the number of Units added to the Policy, for each of your chosen Funds, is calculated in the following way. We multiply each Regular Premium by the Unit Allocation Rate and by the proportion to be invested in the Fund and divide by the Bid Price on the next available Working Day after receipt of the Regular Premium.

The calculation can be expressed by the formula:

$$\frac{\text{each Regular Premium} \times \text{the proportion of the Unit Allocation Rate to be invested in the Fund}}{\text{Bid Price on the next available Working Day after the Regular Premium}}$$

5.6.4 For each additional Single Premium the number of Units added to the Policy, for each of your chosen Funds, is calculated in the following way. We multiply each additional Single Premium by the Unit Allocation Rate and by the proportion to be invested in the Fund and divide by the Bid Price on the next available Working Day after the Payment Date.

The calculation can be expressed by the formula:

$$\frac{\text{each additional single Premium} \times \text{the proportion of the Unit Allocation Rate to be invested in the Fund}}{\text{Bid Price on the next available Working Day after the Payment Date}}$$

5.6.5 The proportion in which the Unit Allocation Rate is allocated to the Funds can be changed in line with section 6 and/or section 7.

## 6. Fund switching

### 6.1 General information about fund switching

You or your Nominated Professional Adviser can exchange ('switch') some or all of the Units held in the Policy in a particular Fund for Units in a different Fund.

All requests to switch must be received by us at our Registered Office in writing by post, email or fax. See section 14.4 for details.

We will only allow switching between Funds if the amount being switched out and the amount left in that Fund after the switch are above our minimum level at the time of your request. Otherwise we may refuse to carry out your request to switch.

We may change the minimum level at our reasonable discretion but at the time of issuing this Policy it is £250.

The minimum level is to prevent impractical amounts being switched out of Funds, or impractical amounts being left in Funds. Details of our minimum level can be found on our website ([www.canadalife.co.uk](http://www.canadalife.co.uk)), or by contacting our Registered Office.

## 6.2 Charge for switching

No charge is made for fund switches.

We may introduce a charge for switching Funds in the future if the cost to us to administer them increases. We will normally give you three months' written notice of any change by publicising it on our website. If that is not possible, we will give you as much notice as we can. You can contact us before deciding to switch to find out if a charge will be made.

Any charge for switching Funds will be made by deducting Units from the Policy.

## 6.3 When and how we carry out a request to switch Funds

If we carry out your request to switch, unless a delay under section 13 applies, it will take place using the Bid Price of the Units on the Valuation Day after we have received and accepted your fully and correctly completed request.

When a phased investment option under section 8 would occur on the Valuation Day we will delay carrying out a request to switch to the next practical Working Day.

We may also delay carrying out a request to switch for the reasons given in section 13.

You can tell us the percentage or the monetary value of the Units you want to switch from the original Fund to the selected Fund.

We will cancel the Units being switched out of the original Fund and add the number of new Units in the selected Fund.

The number of units allocated after the switch will be calculated so that their value is equal to that of the Units being exchanged, less any charge for switching Funds described in section 6.2.

## 7. Redirection of Premiums

You or your Nominated Professional Adviser can request that any further Regular Premiums paid are used to buy Units in different Funds.

All requests must be received by us at our Registered Office in writing, by post or e-mail. See section 14.4 for details.

Upon receiving your fully and correctly completed request, the next Regular Premium to be paid will be used to buy Units in the new Funds that you have chosen.

The Units allocated to the Policy before we received and accepted your request will remain allocated to the Funds that you had chosen previously.

## 8. Phased investment

### 8.1 General information about phased investment

You or your Nominated Professional Adviser can request a phased investment option at any time for any Single Premium paid to this Policy. A separate phased investment request form must be completed for each Single Premium paid to the Policy.

You may not request a phased investment option for any Regular Premium paid to this Policy.

The details of your selected phased investment option will be shown in either the Policy Schedule or an Endorsement.

Once a phased investment option has been selected it cannot be changed. However, you can stop it at any time. All requests to stop the phased investment option must be in writing and received by us at our Registered Office. We will then stop the phased investment option from the next Phasing Date provided we receive the request at least 15 calendar days before that Phasing Date.

If the request is not received at least 15 calendar days before the next Phasing Date we will stop the phased investment option at the next practical Phasing Date.

A phased investment option will automatically stop when one of the following happens:

- (a) the Selected Period ends;
- (b) the Policy is totally surrendered under section 10.1;
- (c) the Units of all the Nominated Funds are exhausted;
- (d) a Nominated Fund or a Selected Fund is withdrawn, closed or combined; or
- (e) a Nominated Fund or a Selected Fund is suspended.

You can choose any combination of Nominated Funds and Selected Funds subject to an overall maximum of ten.

Where the Phasing Date is not a Working Day, the phased investment option will take place on the next Working Day.

Where the Phasing Date is on the 29th, 30th or 31st of a month, in the event of a month without these dates, the phased investment option will take place on the last day of that month. However, if the last day of the month is not a Working Day, the phased investment option will take place on the next Working Day.

Where it becomes impossible for us to operate the phased investment option on a particular Working Day due to business interruption outside of our control, the phased investment option will take place on the next practical Working Day.

## 8.2 Phased investment options

Only one of the following phased investment options can be selected:

- (a) to phase invest all of the Units held in your Nominated Funds. Please refer to section 8.3.2.
- (b) to phase invest a percentage of the Units held in your Nominated Funds. Please refer to section 8.3.3.
- (c) to phase invest a fixed amount held in your Nominated Funds. Please refer to section 8.3.4.

Once one of the phased investment options has been chosen the following must be decided:

- (a) the Selected Period;
- (b) the Phasing Frequency;
- (c) the Nominated Funds;
- (d) the individual percentages to be phase invested from each Nominated Fund under the Partial Option;
- (e) the individual fixed amounts to be phase invested from each Nominated Fund under the Fixed Amount Option;
- (f) the Selected Funds; and
- (g) the individual percentages to be phase invested into each of the Selected Funds.

## 8.3 How the phased investment options operate

**8.3.1** We will cancel the Units held in the Nominated Funds and replace them with the new number of Units in the Selected Funds. The cancelled Units and the replacement Units are calculated using one of the methods described in sections 8.3.2 to 8.3.4.

On any Phasing Date if the number of Units or the amount left in any of your Nominated Funds is insufficient to meet the phased investment option in full, then we will only phase invest the remaining Units or amount left in your Nominated Funds.

The phased investment option will automatically stop for a Nominated Fund once the number of Units or the amount left in that Nominated Fund has been exhausted. However, the phased investment option will continue under your other Nominated Funds.

The phased investment option will stop completely once all Units or amounts have been exhausted in all your Nominated Funds or at the end of the Selected Period, if sooner.

The number of Units is rounded down to the nearest 1/1000th of a Unit.

### 8.3.2 Full option

- (a) divide all the Units held in the Nominated Funds by the Selected Period to calculate how many Units will be phase invested each month,

- (b) if your Phasing Frequency is Quarterly we will then multiply the number of Units calculated above by three,
- (c) on each Phasing Date we will multiply the number of Units to be phase invested by the Bid Prices of the Nominated Funds to calculate the amount to be used to buy Units in your Selected Funds,
- (d) we will then multiply the amount calculated in (c) by the percentages you have chosen for each Selected Fund to calculate the amounts to be phase invested into each Selected Fund,
- (e) the amounts calculated in (d) will then be divided by the Bid Prices of the Selected Funds to calculate the number of Units you will have in the Selected Funds.

### 8.3.3 Partial option

- (a) for each Nominated Fund multiply all its Units by your chosen percentage to calculate how many Units under each Nominated Fund will be phase invested,
- (b) for each Nominated Fund divide the number of Units calculated in (a) by the Selected Period to calculate how many Units under each Nominated Fund will be phase invested each month,
- (c) if your Phasing Frequency is Quarterly we will then multiply each number of Units calculated in (b) by three,
- (d) on each Phasing Date we will multiply each number of Units to be phase invested by the Bid Prices of the Nominated Funds,
- (e) we will then add together the amounts calculated in (d) to work out the total amount to be used to buy Units in your Selected Funds,
- (f) we will then multiply the total amount calculated in (e) by the percentages you have chosen for each Selected Fund to work out the amounts to be phase invested into each Selected Fund,
- (g) the amounts calculated in (f) will then be divided by the Bid Prices of the Selected Funds to work out the number of Units you will have in the Selected Funds.

### 8.3.4 Fixed amount option

- (a) for each Nominated Fund divide your chosen amount by the Selected Period to calculate the amount under each Nominated Fund to be phase invested each month,
- (b) if your Phasing Frequency is Quarterly we will then multiply the amounts calculated above by three,
- (c) on each Phasing Date we will divide the amounts calculated in (a) (or (b) if your Phasing Frequency is Quarterly) by the Bid Prices of the Nominated Funds to work out the number of Units to be cancelled in your Nominated Funds,



- (d) divide the total amount you have chosen to phase invest by the Selected Period to work out the amount to be phase invested into the Selected Funds each month,
- (e) if your Phasing Frequency is Quarterly we will then multiply the amount calculated above by three,
- (f) the amount calculated in (d) (or (e) if your Phasing Frequency is Quarterly) will then be multiplied by the percentages you have chosen for each Selected Fund to work out the individual amounts to be phase invested into each Selected Fund,
- (g) on each Phasing Date the individual amounts calculated in (f) will then be divided by the Bid Prices of the Selected Funds to work out the number of Units to be added to your Selected Funds.

## 9. Charges

### 9.1 Initial charge

Where the initial Single Premium is below £50,000 a one-off charge of £250 is payable. It will be taken proportionately from all the Funds held on the Policy. It is made by cancelling Units when the Funds are valued.

The number of Units taken away is rounded down to the nearest 1/1000th of a Unit.

### 9.2 Annual management charge

An annual management charge of 1% each year will be taken from the Funds when they are valued. The charge is reflected in the unit prices of the Funds.

Each year we can review the annual management charge and may reduce or increase it. A decision to change the charge will be based on one or more of the following factors.

- (a) changes in the costs of administering and managing the Policy;
- (b) the charging structures of policies of a similar type in the market place;
- (c) any past changes to this charge;
- (d) external factors such as changes in legislation.

Any increase of the annual management charge will be reasonable and proportionate to the factors listed above.

We will normally give you three months' notice of a change by publicising it on our website. If that is not possible, we will give you as much notice as we can.

### 9.3 Annual management charge rebate

Each month we will purchase additional Units proportionately across the Funds held on this Policy. The amount used to purchase the additional Units will be 0.05% multiplied by the Value of the Units on the Policy at that time.

We will add the additional Units to the Policy monthly in arrears starting from the Policy Date or the Payment Date for a period of 60 months.

Where a monthly anniversary is not a Working Day, we will use the Value of the Units on the previous practical Working Day.

Where a monthly anniversary falls on the 29th, 30th or 31st of a month, in the event of a month without these dates, we will use the Value of the Units on the previous practical Working Day.

Following the fifth policy anniversary, each month we will purchase these additional Units using 0.054% of the Value of the Units on the Policy at that time.

The additional Units will be added to the Policy monthly in arrears.

## 9.4 Investment management charge

An investment management charge will be taken from the Funds when they are valued. It is taken in addition to the annual management charge and is reflected in the unit prices of the Funds.

The amount of this charge depends on the Funds you have chosen.

We can increase or reduce this charge if the amount charged by a fund manager changes.

We will normally give you three written notice of such a change by publicising it on our website. If that is not possible, we will give you as much notice as we can.

The current investment management charges and any changes to them can be found on our website ([www.canadalife.co.uk](http://www.canadalife.co.uk)) or by contacting our Registered Office.

## 10. Surrender

You can ask us to totally surrender the Policy (see section 10.1) or partially surrender the Policy (see section 10.2) at any time.

### 10.1 Total surrender

- 10.1.1 You can ask us to totally surrender the Policy at any time.

Once we have received your fully and correctly completed request together with any documents we ask for under section 14.4 at our Registered Office, we will pay a sum equal to the Value of the Units at the next Valuation Day.

When this benefit is paid the Policy will end and no further benefits will be payable under the Policy.

- 10.1.2 We may delay carrying out your request to totally surrender the Policy if section 13 applies.

## 10.2 Partial surrender

### 10.2.1 General Information about taking a partial surrender

You can ask us to partially surrender the Policy at any time. The minimum amount you can partially surrender is £250. All requests to partially surrender the Policy must be fully and correctly completed and received by us at our Registered Office, together with any documents we ask for under section 14.4.

You can choose to receive a partial surrender either:

- (a) proportionately across all Funds held on the Policy;
- (b) proportionately from your chosen Funds subject to an overall maximum of five; or
- (c) as a chosen amount from your chosen Funds subject to an overall maximum of five.

Where you have not asked to take a partial surrender from a particular Fund, we will take it proportionately from all Funds held on the Policy.

### 10.2.2 How the partial surrender operates

On receipt of the request we will work out the number of Units, at the next Valuation Day, needed to pay the amount you have asked for. These Units will then be deducted from the Units already held on the Policy.

Where a phased investment option which has been requested under section 8 would occur on the same day as a partial surrender the payment of that partial surrender will happen before the Units are phase invested.

After payment of a partial surrender the remaining Value of the Units must be equal to at least £250.

Where the Value of the Units is not equal to at least £250 we have the right to refuse the partial surrender.

### 10.2.3 We may delay carrying out your request to partially surrender the Policy if section 13 applies.

## 11. Regular withdrawal benefit

### 11.1 General Information about regularly withdrawing money

You can ask us to withdraw a percentage of the total Premiums paid under the Policy or a fixed amount. The minimum amount you can withdraw each year is £250 and the maximum amount is 10%.

You can choose to receive these withdrawals either:

- (a) proportionately across all the Funds held on the Policy
- (b) proportionately from your chosen Funds subject to an overall maximum of five; or
- (c) as a chosen amount from your chosen Funds subject to an overall maximum of five.

Where you have not asked to take withdrawals from a particular Fund, we will take them proportionately from all Funds held on the Policy.

Where you have asked to take withdrawals from a particular Fund, we will stop paying them from that Fund once there are no more Units left in that Fund.

In the event that one of your chosen Funds has less than the required amount we will write to you. You must tell us within one month of us contacting you which funds further withdrawals are to be taken from.

If you do not tell us which Funds further withdrawals are to be taken from within one month regular withdrawals will cease.

You can choose to receive these withdrawals either at monthly, Quarterly, half yearly or yearly intervals.

All requests for withdrawals must be fully and correctly completed and received by us at our Registered Office, together with any documents we ask for under section 14.4. Once withdrawals have started to be taken from the Policy we will continue to pay them until you write and ask us to cancel or change the request.

### 11.2 How the regular withdrawal operates

The date of payment must be between the 1st and the 28th inclusive of the month. Where any date between the 1st and the 28th inclusive is not a Working Day the withdrawals will take place on the next practical Working Day.

On the date of payment for each withdrawal we will calculate the number of Units needed to pay that amount. These Units will then be deducted from the Units already held on the Policy.

Where a phased investment option which has been requested under section 8 would occur on the same day as a regular withdrawal the payment of that withdrawal will happen before the Units are phase invested.

After each payment the remaining Value of the Units must be equal to at least £250.

Where the Value of the Units is not equal to £250 we have the right to cancel the withdrawals.

### **11.3 We may delay carrying out your request to take withdrawals from the Policy if section 13 applies.**

## **12. Altering the Policy**

We may change the terms and benefits of the Policy to accommodate a change in law and/or taxation affecting our industry which means that:

- (a) it becomes unreasonable or impossible to carry out the provisions of the Policy;
- (b) the basis of taxation which applies to us or this Policy is changed; or
- (c) any existing taxes, charges or levies are changed, or any new taxes, charges or levies are imposed.

We may also change the terms and benefits of the Policy to accommodate changes made to the regulatory regime governing insurance companies and in the guidance given by the government or regulatory bodies. Examples of regulatory bodies are the Financial Conduct Authority and the Pensions Regulator.

If we have to change the terms of the Policy we will send you an Endorsement. We will normally give you three months' written notice of such a change. If that is not possible, we will give you as much notice as we can.

## **13. When we may delay valuations, fund switching and paying claims**

We may delay:

- (a) the valuation, cancellation and issue of Units under section 6 (Fund switching); and
- (b) the valuation of Units and payment of benefits under sections 10 (Surrender) and 11 (Regular withdrawal benefit),

if there is insufficient liquidity in the underlying assets of the Fund and/or if there are events or circumstances beyond our reasonable control that prevent us from placing a value on the the Units. This may happen where the Fund concerned invests directly or indirectly in freehold or leasehold property or land or non-sterling securities.

We will not delay beyond six calendar months.

We will write and tell you if we are going to delay.

## **14. General information**

### **14.1 Law, currency and place of payment**

You and we have a free choice about the law that can apply to a contract. This policy is issued under the laws of England and Wales.

By entering into the contract you and we agreed:

- (a) that it shall be governed by the laws of England and Wales; and
- (b) to submit to the non-exclusive jurisdiction of the courts of England and Wales in the event of any court proceedings.

All Premiums payable by you must be paid in the currency of the UK to our Registered Office.

Any benefits payable by us will be paid in the currency of the UK from our Registered Office.

### **14.2 Scheme deregistration**

You must write and tell us as soon as the Scheme stops being treated as a registered pension scheme under the Finance Act 2004.

If this happens we will pay you the total surrender benefit as set out in section 10.1. On payment of the total surrender benefit the Policy will end and no further benefits will be payable under the Policy.

### **14.3 Claims procedure**

We will ask for certain documents in order to make a payment (or to commence a series of regular payments) from the Policy.

Examples of documents we may ask for are:

- (a) these provisions, the individual Policy Schedule under which the claim is being made and any Endorsement;
- (b) proof of the entitlement of the person claiming payment; and
- (c) the relevant claim forms supplied by us which must be fully completed.

We may ask for further documents or information if needed to accept your claim.

We will not pay or reimburse you or any other party for any evidence supplied to support a claim.

Once we have received all the documents and information we need and have accepted the claim, we will begin the process of paying the benefit under the Policy.

You (or any other claimant) who provides incorrect information when claiming benefits under the Policy will be responsible for paying to us, any reasonable costs, losses and expenses that we incur as a result of the incorrect information.

#### 14.4 Communication

You may contact us by letter, email or telephone.

Important documents are sent to us at your own risk. As such, you may want to send them by recorded or registered delivery. Postage costs are your responsibility.

If we need to return a document to you that was originally sent to us by recorded or registered delivery, we will return it by recorded delivery.

All communication we send to you will be sent to your last known postal address. We will regard it as having been received by you within five days of posting.

We only act on any communication we receive.

We will confirm receipt of any communication we receive from you. If you have not heard from us within a month please contact us.

We will write and tell you if our address changes.

You must write and tell us if your address changes.

#### 14.5 Policy rights

Only you or we may exercise any of the rights found within the Policy. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply.

#### 14.6 Non-participating

The Policy will not take part in any way in the distribution of our profits.

### 15. Queries and complaints

If you have any questions about the Policy please contact our Registered Office.

If you wish to complain about the service you have received from us, please contact our Registered Office in the first instance and we will deal with your complaint through our complaints procedure.

If you are not satisfied with our response you may then refer your complaint to the Financial Ombudsman Service:

#### The Financial Ombudsman Service

Exchange Tower  
London E14 9SR

Phone: 0800 023 4567 or, for mobile users 0300 123 9123

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action against us.

### 16. The Financial Services Compensation Scheme (FSCS)

The FSCS is designed to pay compensation if a company is unable to pay claims, because it has stopped trading or been declared in default.

If we are unable to meet our liabilities, you may be able to claim compensation from the FSCS.

Your policy is classed as a long term contract of insurance. You will be eligible for compensation under the FSCS if Canada Life Limited becomes unable to meet its claims and the cover is 100% of the value of your claim.

For further information on the compensation available under FSCS:

Phone: 0800 678 1100

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

