Terms and conditions

Howden Self Invested Personal Pension

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Introduction

This document records the terms and conditions of business you have with us as a **member** of the Howden Self Invested Personal Pension ("the **scheme**").

These terms and conditions form a legally binding agreement between:

- you, the **member**, and
- us, BW SIPP LLP, the **operator**.

They are complemented by, and must be read in conjunction with, the following documents, which are available from us on request, or on our website - www.howdengroup.com/uk-en/

- Howden Self Invested Personal Pension Key Features;
- Glossary;
- Allowable Investment Schedule;
- Schedule of Fees;
- **Trust deed and rules**; and your
- Application form.

Words or phrases which are shown in **bold** are explained in the Glossary, which forms part of these terms and conditions.

Where we refer to 'us', 'our' or 'we', we mean BW SIPP LLP acting as the **operator**.

We will treat you as a "retail client" under **Financial Conduct Authority** (**FCA**) rules. A retail client benefits from a higher degree of protection than other types of clients under the applicable law.

These terms and conditions are the basis upon which we will provide services to you. If they are not acceptable to you, you should not proceed with the **scheme**.

These terms and conditions apply from the date that we receive and accept a properly completed application form to become a **member** of the **scheme** from you, or from your financial adviser on your behalf. However, if they are replacing a previous set of terms and conditions following subsequent changes, they will apply from the date that we notify you of. We will give you at least 30 days' written notice of any changes.

Where these terms and conditions are replacing a previous set and you are not agreeable to these changes, you must notify us in writing of this within 30 days, and we will assist you in transferring to an alternative **registered pension scheme**.

Background

The **scheme** is a **registered pension scheme** and is used to provide pension and lump sum benefits to its **members** and their **beneficiaries**. A **self-invested personal pension scheme** (**SIPP**) is defined as a designated investment (personal pension scheme) in accordance with the Financial Services and Markets Act 2000 (as amended). This means that a **SIPP** is a product regulated by the **FCA**.

The **scheme** is established and governed by a **trust deed and rules**. If there are any inconsistencies between these terms and conditions and the **trust deed and rules**, the **trust deed and rules** will take precedence. A copy of the **trust deed and rules** is available from us on request.

Our role and services

Our role

BW SIPP LLP is the **operator** of the **scheme** and is authorised and regulated by the **FCA**.

BW SIPP Trustees Limited is the **trustee** of the **scheme**. It is a non-trading company and is a bare trustee. This means that its sole purpose is to act as the **trustee** of the **scheme**. You will be a co-trustee with the **trustee**, and will jointly own the investments in your Howden SIPP with the **trustee**. The trustee is not regulated by the **FCA**.

Any powers or discretions which the trustee uses to carry out its role will only be exercised in accordance with our instructions.

Where any activity could result in the **trustee** no longer qualifying as a bare trustee, the activity will be carried out by us to the exclusion of the **trustee**.

Our services

We will provide the following services:

- Establishing your SIPP, which includes (but is not limited to):
  - supplying you, on request, with a copy of the **trust deed and rules**;
  - maintenance of the **scheme** in line with **legislation and regulation**; and
  - preparing documentation to allow the making of claims for **tax relief**.
- Administering the **scheme**, which includes (but is not limited to):
  - the opening and maintenance of **client accounts** with **our chosen banks**;
  - maintaining appropriate records; for example, a record of contributions paid;
  - liaising with you and/or your financial adviser in respect of changes to the **scheme**, including changes in limits on contributions and benefits;
  - implementing your investment proposals, except where to do so would be prohibited by regulations, law, or by our internal investment policy (see section 9);
  - making any necessary arrangements to allow the purchase or sale of your SIPP investments;
  - acting in line with your instructions, receiving investment and/or property income, paying outgoings, and liaising as necessary with solicitors and managing agents;

- settlement of the benefits due under your SIPP by the payment of cash and income (and, in certain circumstances, by an **in specie** payment), with the deduction of income tax as appropriate, and/or by the purchase of an **annuity**; and
- If you have appointed a financial adviser, pay charges from your SIPP to your financial adviser, as agreed in writing between you and your financial adviser.

Other services

We may perform other services if we are asked by you, (and we are allowed to do so), or if we are required to do so by **legislation and regulation**. Any such services provided may be subject to additional time cost fees if the services are requested by you, or special fees if they are required by **legislation and regulation**.

Membership

You are eligible to establish a Howden SIPP and to become a **member** of the **scheme** if you are a UK resident.

Your membership is based on the information disclosed on your application form. The submission of your application form to us means that you have agreed to establish your Howden SIPP, and to become a **member** of the **scheme**.

If you are a parent or legal guardian, you may apply for membership on behalf of a child under the age of 18. We will take instructions from you until the child reaches age 18 then, on their acceptance of our current terms and conditions, we will take instructions from the child.

We have legal obligations regarding the detection, reporting and prevention of fraud, money laundering and terrorist activity. We are required to take action where we have suspicions about the use of, or any activity concerning, any accounts or amounts we hold, or any facilities we provide.

We will verify your identity or any other person's or entity's identity if they are introducing money to your Howden SIPP, and will do this electronically where we are able to. You will provide us with satisfactory documentation to verify your identity, or the identity of any party introducing money to your Howden SIPP, and this is a requirement before we are able to establish your Howden SIPP and/or act under your instructions. Until verification has been satisfactorily completed and our welcome letter issued to you, we cannot accept money into your Howden SIPP.

Where we are legally permitted to do so, we will advise you of any investigation or of any delay arising from any such investigation. We may be obliged to refuse transactions or instructions. We will not be liable to you or any third party for any loss or damage arising from any action we may take, as a result of our legal obligations.

Your financial adviser

We are not responsible for giving, and shall not be deemed to have given, any legal, financial, investment, tax or any other advice in connection with your Howden SIPP, or any underlying investments or decisions associated with it.

We therefore strongly recommend that you appoint a financial adviser in connection with your SIPP. If you do, your financial adviser is responsible for providing financial advice about the suitability of your Howden SIPP, the investments within it, the benefits taken out and contributions and transfers made. We will assume that your relationship with your financial adviser continues until you inform us otherwise.

Cancellation

First 30 days

When we accept your membership application, we will send you a cancellation notice and form. If you wish to cancel your SIPP, you have 30 days from the date you receive the cancellation notice to confirm this, by completing and returning the cancellation form to us.

If you cancel your SIPP having made a payment in the first 30 days that has been invested, the amount returned will depend on the type of payment we received:

- For a regular contribution made by direct debit, we will repay the amount received, less any Adviser Charges we have deducted.
- For all other receipts, including a cash transfer or one-off contribution, we will return the amount received, less any fall in the value of the assets purchased with that payment, less any Adviser Charges we have deducted. We will also not refund you any charges applied by third parties.
- Any gain in the value of your assets up to point at which you cancel will not be returned to you if you cancel your SIPP during the 30-day cancellation period. Any such gain will be retained by us and paid to a registered Charity of our choice.

You are not entitled to a further cancellation period in respect of additional contributions made to your SIPP after the first 30 days following its establishment.

Investments

We will not act on instructions for investments received from you or your financial adviser that, in our opinion, are unlikely to be able to be realised or cancelled within 30 days, until the first 30 day cancellation period has expired, unless you choose to waive the right to cancel and have confirmed this to us in writing. However, we will act on instructions for all other investments received from you or your financial adviser, within the first 30 days.

If you cancel your SIPP and have made an investment within the first 30 days, you will receive back the value of the underlying investment, which may be more or less than the initial amount that you invested.

You do not have the right to cancel any investments in your SIPP unless the investment itself has a specific cancellation period.

Transfers

If you have made a transfer payment within the first 30 days to your SIPP from a **money purchase pension scheme** and you decide to cancel your SIPP, the value of the underlying investments will be returned to the transferring plan, which may be lower than the amount that was originally transferred. If the transferring plan refuses to accept the returned transfer payment, you must select an alternative pension plan to which the transfer payment can be paid. Any subsequent transfers to your SIPP from other **money purchase pension schemes** after the first 30 days, will be treated identically.

If you want to make a transfer to your SIPP from a **defined benefit scheme** or a pension scheme or policy that contains a **guaranteed annuity rate** (**GAR**), either within the first 30 days or subsequently, we will not request the transfer until the 30 day right to withdraw period has expired, unless you choose to waive the right to withdraw and have confirmed this to us in writing.

If you want to make an **in specie** transfer of any assets to your SIPP, either within the first 30 days or subsequently, we will not arrange the transfer until the 30 day transfer cancellation period has expired, unless you choose to waive the right to cancel and have confirmed this to us in writing.

Drawdown pension

You do not have the right to cancel and reverse any instruction to crystallise funds into a **drawdown pension**, any **pension commencement lump sum (PCLS)** and/or any income payments.

If you convert a **capped drawdown fund** to a **flexi-access drawdown fund**, you do not have the right to cancel the conversion.

Uncrystallised funds pension lump sum (UFPLS)

You do not have the right to cancel and reverse any instruction to take an **UFPLS**.

Contributions

Paying contributions

You accept that you will not make any **unauthorised payments** to or from your Howden SIPP.

There is no minimum contribution limit. The maximum limit is the greater of your **relevant UK earnings**, up to the **annual allowance** in the relevant tax year, and £3,600 gross.

If you exceed the **Annual Allowance**, you may be able to **carry forward** any unused **Annual Allowance** from the previous three tax years. Carry forward is subject to a maximum of the **Annual Allowance** for each tax year, and the amount you can **carry forward** is reduced by the **Annual Allowance** you have already used during those tax years.

You may pay regular or single contributions and we will accept contributions paid on your behalf by a spouse, partner, employer and some third parties. All regular payments will be collected by direct debit, and you can choose either the 1st or the 15th of the month as the collection date. If you wish to stop or change the amount of your regular contributions or the collection date, you must give us ten **business days'** notice in writing, either by email or by post. Single contributions can be paid by BACS, CHAPS, direct bank transfer or faster payments, and you must notify us by email or in writing prior to each single contribution being paid. Failure to notify us that you are making such a payment may result in the payment being returned.

We may accept **in specie** contributions if they have been agreed with us in advance, and we retain the discretion to refuse to accept this type of contribution. If agreed, they will be accepted at market value. Any contributions paid **in specie** above the amount that is eligible for **tax relief** may be accepted at our discretion. Alternatively, the excess can be refunded in cash on your written request, provided that you have sufficient cash in the **client money account**, to refund the excess.

The Government have confirmed that making a contribution to your SIPP from 6 April 2023 will no longer invalidate Enhanced or Fixed Protection (unless you obtained Enhanced or Fixed Protection on or after 15 March 2023). We recommend you speak with a financial adviser before making any decision to pay a contribution if any of these protections apply to you.

Tax relief

You will not qualify for **tax relief** on any contributions paid after you have reached age 75, or on any contributions paid above the higher of 100% of your **relevant UK earnings** or £3,600 gross, but subject to the **Annual Allowance**. We will assume all contributions paid by you are eligible for **tax relief**, and it is your responsibility to let us know if this is incorrect. At our discretion, we may accept contributions that do not qualify for **tax relief**.

We will apply to **HM Revenue and Customs** (**HMRC**) each month for the **tax relief** due on all contributions paid (excluding any employer contributions, which are paid gross). We will only apply the **tax relief** to your SIPP, once we have received it from **HMRC**.

It usually takes six to eleven weeks for a **tax relief** claim to be paid, (although **HMRC** sometimes audit claims, which might result in a delay). If you are a higher or additional rate tax payer, you may be able to claim additional **tax relief** through a self-assessment tax return, or directly from **HMRC**.

Your first **pension input period** (**PIP**) for **Annual Allowance** purposes under your SIPP will start on the establishment date of your SIPP and will end on the following 5th April. Subsequent periods will then mirror future tax years running from 6th April to 5th April.

Money purchase annual allowance (MPAA)

If you take **flexible benefits**, the maximum amount you can contribute to your Howden SIPP and to all other **money purchase pension schemes** which is eligible for **tax relief**, is restricted to £10,000 (gross) for the tax year 2024/25 and for each subsequent tax year, until the government notifies otherwise. This is known as the **MPAA**. You can contribute the remaining portion of the overall **Annual Allowance** to **defined benefit schemes**.

The MPAA is triggered if any of the following events occur:

- you take pension income from a **flexi-access drawdown fund** (including income paid from a **short-term annuity**);
- you notify us that you want to convert your **capped drawdown fund** to a **flexi-access drawdown fund** and, after we process your notification, you then take pension income from that fund;
- you draw more pension income from your **capped drawdown fund** than the **maximum income limit**;
- a valid declaration was accepted before 6 April 2015 that you met the **flexible drawdown** conditions;
- you take an **UFPLS**; or
- you receive a payment from an **annuity** which allows, or could be varied to allow, income to decrease.

Payment of a **PCLS** alone from a **flexi-access drawdown fund** without any payment of pension income will not trigger the **MPAA**.

Tapered Annual Allowance

The amount you can pay in each tax-year may be reduced if you're subject to tapering of your Annual Allowance. This wil only apply if your earnings are above limits set by the Government.

Carry forward and the AA charge

If you trigger the **MPAA**, you cannot **carry forward** any unused **Annual Allowance** in respect of **money purchase pension schemes** from previous tax years. However, you may be able to **carry forward** any unused **Annual Allowance** to **defined benefit schemes**. If you exceed the **MPAA**, you will be liable to pay the **Annual Allowance** charge on the excess.

If you do not trigger the **MPAA** and you exceed the **Annual Allowance**, you may be able to **carry forward** any unused **Annual Allowance** from the previous three tax years. **Carry forward** is subject to a maximum of the **Annual Allowance**, or tapered **Annual Allowance** where applicable, for each tax year, and the amount you can **carry forward** is reduced by the **Annual Allowance**, or tapered **Annual Allowance**, that you have used during those tax years. If you use **carry forward**, the full amount contributed by you must be within your **relevant UK earnings** for the tax year in which the payment is made.

Any **Annual Allowance** which is **carried forward** cannot be used to increase the **MPAA**.

If you do not trigger the **MPAA** and you pay contributions above the **Annual Allowance**, or tapered **Annual Allowance**, and are not able to **carry forward** any unused **Annual Allowance** from the previous three tax years, we will not be able to refund the excess contributions unless the contributions exceed your **relevant UK earnings** for the tax year. If your contributions exceed your **relevant UK earnings** for the tax year, we will refund the excess **tax relief** claimed to **HMRC** and the excess net contribution to you or if lower, the fund value attributable to it. You will be liable to an **Annual Allowancecharge** on any amount in excess of your **Annual Allowance**, or tapered **Annual Allowance**, plus available **carry forward** which cannot be refunded or is not refunded.

Please note that special transitional rules for **PIPs** applied for the 2015-16 tax year, which may affect the amount that you are able to **carry forward**, from that tax year. Further details are available from us on request and it is recommended that you speak to your financial adviser, if this is relevant to you.

Transfers

Transfers to your Howden SIPP

You can transfer other pension plan funds to your SIPP with our consent. If you have appointed a financial adviser, you should consult your adviser before deciding to make a transfer.

We can only accept a transfer from a **defined benefit scheme** or a pension scheme or policy which contains a **GAR**, if you have taken advice from a financial adviser in respect of the transfer, and they have recommended that the transfer proceeds.

On receipt of a signed declaration requesting a transfer, either as part of your Howden SIPP application form, or submitted separately, we will make contact with the transferring scheme to arrange payment.

Transfers must be from a **registered pension scheme** or a **recognised overseas pension scheme** (**ROPS**), and will be administered as follows:

- Cash transfers from a **money purchase pension scheme**, a **personal pension scheme** or a **defined benefit scheme**: we will notify you on receipt of the monies from the transferring scheme; and
- **In specie** transfers from a **money purchase pension scheme** or a **personal pension scheme**: you may need to provide us with further information to assist with the transfer, and any transfer is subject to our approval of the asset being transferred.

We may accept a transfer of a **flexi-access drawdown fund**, a **capped drawdown fund**, a **dependant's flexi-access drawdown fund**, a **nominee's flexi-access drawdown fund** and a **successor's flexi-access drawdown fund**.

All transfer payments will be held initially in the **client money account**, and will then be paid or invested in accordance with your instructions.

Transfers from your Howden SIPP

You can transfer all or part of your Howden SIPP to another **registered pension scheme** or a **qualifying recognised overseas pension scheme** (**QROPS**) if sufficient due diligence can be carried out to our satisfaction in accordance with **HMRC** requirements. At our discretion, in certain circumstances, we can refuse to make a transfer.

Transfers can be paid by CHAPS or by a transfer **in specie**. All **in specie** assets must be transferred before we transfer any cash element. All transfers, including those to a **QROPS**, must meet **HMRC** requirements.

If you transfer to a QROPS from 6 April 2024, the transfer value will be tested against your available **Overseas Transfer Allowance (OTA)**. If the transfer value exceeds your available allowance, the excess may be subject to the **Overseas Transfer Charge (OTC)**. This is a tax charge of 25%. The value of pension benefits you've taken before 6 April 2024, including transfers to QROPS, will reduce your available **OTA**.

If you are only transferring part of your Howden SIPP, then unless the transfer is to be made in cash or **in specie**, you must instruct us which assets to sell before the transfer. There may be a cost for selling these assets. For assets other than property, you must give us 30 **business days'** written notice instructing us which assets to sell. We will usually implement your instructions within five **business days**, or otherwise as soon as we reasonably can. If it is necessary to sell a property or any other asset that takes longer than 30 **business days** to encash, the transfer will be delayed until the property or asset has been sold. If you want to transfer part of your Howden SIPP from which you are taking **drawdown pension**, that part must be transferred in full to another pension scheme that can provide you with **drawdown pension**.

If we receive any payments relating to investments held within your SIPP after your SIPP has been closed (for example dividends, interest payments, pricing adjustments, or compensation payments), we will make reasonable efforts to forward those monies to your new pension provider, beneficiary, or another appropriate destination. We will apply a Residual Receipts Fee to cover the administration involved in processing these payments. Please refer to the Fees Schedule for details.

Where possible, payments will be made using your previously selected payment method. However, in certain circumstances pension and HMRC rules may restrict how these payments can be made following closure of your SIPP.

If a receiving provider refuses to accept the funds, we will, where permitted under HMRC rules, attempt to make payment directly to you or alternatively to another registered pension scheme nominated by you.

Investments

Investment selection

Money will remain in cash in the **client money account**, until we are instructed otherwise.

You, in conjunction with your financial adviser, (if you have appointed one), are responsible for selecting the investments in your Howden SIPP. Please refer to our "Allowable Investment Schedule" for details of permitted investments.

You accept that you will not make any investments that may lead to **unauthorised payments**.

You take full responsibility for the suitability and appropriateness of the investments that you make and, if applicable, the management of those investments. We will arrange investments in accordance with your instructions, subject to the following conditions;

Panel investments

We have a pre-approved **panel** of investment providers, including discretionary fund managers, fund supermarkets, platform providers, and execution-only providers who have passed our due diligence requirements and have agreed an application process with us. Your adviser should conduct his/her own due diligence before recommending a **panel** investment provider to you, and if you do not have an adviser, you should make all relevant enquiries yourself before selecting your **panel** investment provider(s).

Our fees are generally lower with our **panel** investment providers than with non-**panel** investment providers (note this does not take into account any fees, which may be charged directly by the investment provider).

A list of our **panel** investment providers can be seen on our website (www.howdengroup.com/uk-en/). It is subject to change from time to time.

Commercial property

If you want to invest in commercial property through your Howden SIPP, please read our "Property Guide" before proceeding. The Guide does not form part of these Terms and Conditions, and is for information only.

If you decide to proceed with a property purchase, you must accept the terms of our "Property Purchase Questionnaire" and sign the declaration in the Questionnaire.

Our fees, and the fees of the solicitor, surveyor, together with any stamp duty and any other related costs and charges will be met from your Howden SIPP. Please refer to our Fee Schedule for more details.

The property and any associated borrowing will be held in the name of the **trustee** and in you as co-trustee, as an asset of your Howden SIPP. At our discretion, we can refuse to proceed with a property purchase, if our due diligence process finds it to be unsatisfactory or would give rise to punitive tax charges under **HMRC** rules, or if additional information comes to light which means that we need to change our decision.

Investment committee

We have established an **investment committee** to review any uncommon or unregulated investments. The purpose of the **investment committee** is to decide whether investments are permitted by our internal investment policy, **HMRC** and the **FCA**, and to ensure we are able to meet our regulatory responsibilities.

The **investment committee** will not judge investment performance, or have any responsibilities for any decision made by you to purchase, retain or sell the investments in your Howden SIPP. Neither we nor the **investment committee** will be liable for any losses, claims, costs or expenses incurred by your Howden SIPP, arising from any such decision.

In line with our internal investment policy, the **investment committee** may not allow investments if they:

- could potentially lose more than the initial capital invested;
- may incur an **unauthorised payment** charge;
- provide unnecessary risks to the benefits to be provided to you and your **beneficiaries**; or
- cannot be easily and clearly identified and registered as an asset of your Howden SIPP.

If any of your chosen investments falls into any of these categories, we may refuse to allow it. In addition, we can instruct the **trustee** and you as co-trustee to sell any investments in your Howden SIPP if they are not, or stop being, permitted investments.

You agree to provide us with sufficient information to enable us to make an informed decision as to whether to refuse any investment proposal, or to compel the sale of an investment.

Buying and selling investments

We will not complete the formalities required to buy or sell investments, until we have received the full paperwork from you or your financial adviser.

We will stop the purchase or sale of an investment if the occurrence of an event or circumstance is brought to our attention which, in our opinion, and in line with our internal investment policy, makes it inappropriate to follow your directions. Otherwise, we will treat all instructions to buy or sell investments as binding, and we will not stop processing instructions once we have received them, until you or your financial adviser notifies us in writing to the contrary. If a sale or purchase is already in progress when we receive such a notification, it may not be possible to cancel that transaction.

We cannot buy and sell quoted investments such as shares directly. This must be conducted through a third party such as a discretionary fund manager or an online trading platform.

At our discretion, we may impose a restriction on the amount that may be invested in **non-standard investments**.

Valuations

The assets in your Howden SIPP are valued from time to time as necessary, and before you take any benefits. In certain circumstances, it may be appropriate to obtain estimates or indexation increases, rather than a full valuation.

Panel investments are valued on a regular basis using valuation feeds, and property will only be valued when necessary. If you take **capped drawdown pension**, the assets will be valued at the relevant **pension review dates**.

All assets will be valued at frequencies necessary to meet prevailing **FCA** guidelines in respect of our **capital adequacy requirements**. Certain assets types (for example, property) will incur valuation fees from third party valuers and this cost will be settled from your SIPP funds. We may also charge a time-cost fee for obtaining valuations.

Voting rights

We will not exercise any voting rights, and we will not notify you of any general shareholders' meetings relating to your investments.

Disinvestment

If you do not have enough cash in the **client money account**, together with cash held in any other **deposit accounts**, to pay for an investment or to meet any charges, costs or expenses that are due, you must either pay in extra cash, or instruct us to sell assets to meet the shortfall within 30 days of a request from us.

If you do not do this, we will disinvest assets from your Howden SIPP in the following order:

- Sell unitised investments that are traded daily;
- Sell investments held with a discretionary fund manager;
- Sell any stocks and shares or other insured investments; and then
- Sell any property or **non-standard investments**.

If we are unable to disinvest assets in your Howden SIPP because of your failure to co-operate with us in the sale, or if there are insufficient assets in your Howden SIPP to meet the outstanding charges, costs or expenses, we will take all steps that we consider reasonable to recover the shortfall from you, personally.

Taking benefits

If you wish to receive benefits from your SIPP, you must have reached age 55 (57 from 2028). This is currently the earliest age when you can take pension benefits except in cases of **ill-health**, **serious ill-health** or if you have the right to a **protected pension age**.

Lump Sum Allowances

When you take benefits from your SIPP, will test the value of any tax-free lump sum you request against your avalable **lump sum allowance (LSA)** and **lump sum and death benefit allowance (LSDBA)**. This is called a **relevant benefit crystallisation event**.

These allowances replace the **lifetime allowance (LTA)** from 6 April 2024. They limit the value of tax-free lump sums you can take across all of your pensions. If a lump sum is paid that exceeds your available allowances, the excess amount will be subject to income tax at your marginal rate.

If you hold any Lifetime Allowance protections, they will continue to apply to your lump sum allowances.

Ill-health

To qualify for an **ill-health** pension, we must receive evidence from a registered medical practitioner confirming that you are (and will continue to be) incapable of carrying on your occupation because of physical or mental impairment, and that you have, in fact, stopped carrying on your occupation.

Serious ill-health

If you are in **serious ill-health**, and we have received evidence from a registered medical practitioner confirming that you are expected to live for less than a year, you may be able to exchange all your SIPP funds for a **serious ill-health** lump sum.

If you're under age 75, a **serious ill-health** lump sum will be paid tax-free, providing you have available lump sum and death benefit allowance (**LSDBA**). Any payment amount that is made above your available **LSDBA** will be taxed at your marginal rate of income tax.

If you've reached age 75, the lump sum will be taxed at your marginal rate of income tax.

If you have taken **drawdown pension** from any part of your SIPP, you will usually lose the option to receive a **serious ill-health** lump sum from that part of your SIPP.

Your retirement age and your benefit options

We will assume your chosen retirement age is age 65 unless you provide us with a different retirement age. You can amend your retirement age at any time by confirming this to us in writing by email or by post. We will usually contact you six months before your chosen retirement age with details of the benefits available to you.

You will have the options of taking a **PCLS**, designating some or all of your SIPP fund to provide **drawdown pension**, taking an **UFPLS**, and/or buying an **annuity** or a **short-term annuity**. You will need to let us know (in conjunction with your financial adviser if you have one) what proportion of your Howden SIPP assets you wish to use for these options.

Valuation of assets

Before we can calculate your benefit entitlement, we must obtain a current valuation of all the assets invested in your Howden SIPP. Property valuations must be obtained within six months of the date you wish to receive benefits. If it is necessary to sell a property to provide you with funds to enable you to take benefits, payment of any benefits to you will be delayed until the property has been sold. Valuations of all assets in your Howden SIPP will be carried out in accordance with the requirements of relevant **legislation and regulation**.

Pension commencement lump sum

You can usually take up to 25% of the value of the funds you're crystallising as a **pension commencement lump sum (PCLS)**, subject to your available **Lump Sum Allowance (LSA)** and **Lump Sum and Death Benefit Allowance (LSDBA)**.

The maximum amount you can take may be different if you're entitled to a protected lump sum amount.

Drawdown pension

Flexi-access drawdown

If you designate funds into drawdown for the first time on or after 6 April 2015, the funds will be designated into a **flexi-access drawdown fund**. There is no limit on the amount that you can draw each year, and you can take payments as one or more lump sums or as regular income payments. Any payment will be taxable as pension income and will trigger the **MPAA**.

You can choose to designate new funds into a **flexi-access drawdown fund** in stages, although the minimum amount in each stage is £1,000.

Capped drawdown

If you were receiving **capped drawdown pension** before 6 April 2015, you can choose to either continue receiving **capped drawdown pension** and remain subject to the **maximum income limit**, or to convert your **capped drawdown fund** into a **flexi-access drawdown fund**.

You can convert to a **flexi-access drawdown fund** by notifying us to request conversion.

If you notify us to request conversion, the conversion to a **flexi-access drawdown fund** will start from the date we process your notification. If you draw more pension than the **maximum income limit**, your **capped drawdown fund** will convert automatically to a **flexi-access drawdown fund**.

If you continue receiving **capped drawdown pension**, and simultaneously commence a new **flexi-access drawdown fund**, any income payment from the **flexi-access drawdown fund** will automatically trigger the **MPAA**.

Capped drawdown conditions

If you choose to continue receiving **capped drawdown pension**, we will notify you of the maximum annual amount that we can pay.

Your **capped drawdown pension** payments are reviewed every three years, and the **maximum income limit** is recalculated. On your request, we can review your **maximum income limit** on any earlier anniversary of your **pension review date**. From age 75, **capped drawdown pension** payments are reviewed and recalculated annually. Any review could result in either an increase or a decrease in your ongoing **maximum income limit**.

You can choose any day in the 60 days before your **pension review date** to use as the valuation day for your Howden SIPP. If you do not select a day, we will calculate your revised **maximum income limit** based on the value of your Howden SIPP on

your **pension review date** if a valuation is available. If there is no available valuation on your **pension review date**, we will use an available valuation on a day up to five **business days** before your **pension review date**, or within the six months before your **pension review date** in the case of property.

If an independent valuation of property, unquoted shares or other **non-standard investments** is required and you do not provide this before your **pension review date** when requested by us, we will arrange the valuation ourselves and charge the relevant fee to your Howden SIPP. If we are unable to do this before your pension review date, we reserve the right to stop paying your **capped drawdown pension**.

You can choose to designate new funds into a **capped drawdown fund** in stages, although the minimum amount in each stage is £1,000.

If you already have existing phased **crystallisation** held under different arrangements and are taking **capped drawdown pension**, you may choose which arrangements to take your **capped drawdown pension** from. We can either continue to proportion the **capped drawdown pension** payments across the arrangements being used, or we can take them from one arrangement in stages. This is subject to the **maximum income limit** not being exceeded in either case.

Payment of drawdown pension

You can choose to have your **drawdown pension** paid monthly, quarterly, half-yearly, yearly, or on an 'ad-hoc' basis.

We will pay all regular **drawdown pension** payments, net of income tax, by BACS on the 15th or the 28th day of the month in sterling. You must confirm to us in writing which of these dates you would like to be paid on. Ad-hoc **drawdown pension** payments can be paid by CHAPS on any **business day**.

Payment of all regular and ad-hoc **drawdown pension** payments is subject to the following conditions:

a) we must have received the correctly completed paperwork from you or your financial adviser, together with all necessary current valuations of your Howden SIPP assets; and

b) you must ensure that there are sufficient cleared funds available in the **client money account** to pay your **drawdown pension** payment and any **PCLS** (including any tax due to **HMRC**) before the payment date. If there are insufficient funds, we will cancel the **drawdown pension** payment.

We will account for the income tax and submit this to **HMRC**. We can only calculate your tax liability based on the tax code we receive from **HMRC**, even if this is different from the tax code you have received personally. We will not be liable for any loss incurred to your Howden SIPP, due to the incorrect tax code being issued to us.

Payments can only be made to a personal UK bank account in your name. We will not usually make any payments to overseas bank accounts.

You will receive a payslip confirming details of each **drawdown pension** payment paid to you, and the tax deducted. After the end of the tax year you will receive a P60 form, which should be retained safely as you may need to include the information on your self-assessment tax return.

Payment changes

You may change your regular **drawdown pension** payment levels, or stop or restart receiving **drawdown pension**, by confirming this to us in writing at least six **business days** before the payment date. If you notify us of any changes less than six **business days** before the payment date, additional fees may be charged, and we reserve the right to reject your instructions.

Pre-6 April 2015 flexible drawdown

If you were receiving **flexible drawdown** before 6 April 2015, your **flexible drawdown** fund will have converted automatically to a **flexi-access drawdown fund** on 6 April 2015 and the **MPAA** will apply to you. Any additional monies that you designate into drawdown will go into the converted fund.

Dependants' drawdown pension

Dependants who were receiving **capped drawdown pension** before 6 April 2015 will have the same options as **members** for continuing in **capped drawdown pension**, or for converting their **capped drawdown fund** to a **flexi-access drawdown fund**. However, payment from a **dependant's flexi-access drawdown fund** will not, of itself, trigger the **MPAA**. This will only apply if the **dependant** has also received an **UFPLS** in relation to his/her own pension savings, or is receiving his/her own member's **flexi-access drawdown pension**.

Uncrystallised funds pension lump sum

You can choose to access some or all of the **uncrystallised funds** in your **SIPP** by taking a lump sum, known as an **uncrystallised funds pension lump sum (UFPLS)**.

UFPLS payments are referred to as a relevant benefit crystallisation event (RBCE). This means they are tested against your **Lump Sum Allowance (LSA**) and your **Lump Sum and Death Benefit Allowance (LSDBA)**.

You can usually take up to 25% of an **UFPLS** tax-free, with the remainder taxed as pension income at your marginal rate. Depending on how much of your **LSA** and **LSDBA** you have available, the tax-free amount may be less than 25%.

The minimum amount you can take from your **SIPP** as an **UFPLS** is £1,000.

The taxed element will be paid net of income tax calculated on the current tax code that we receive from HMRC even if this is different from the tax code you have received personally. We will not be liable for any loss incurred to your SIPP due to the incorrect tax code being issued to us. If we do not have a current tax code, we will use the emergency tax code issued by HMRC at that time.

If the income tax deducted is more than you needed to pay, you'll need to reclaim the overpaid tax back from HMRC. We cannot do this on your behalf.

Taking an **UFPLS** will trigger the **money purchase annual allowance (MPAA)**.

If you have primary protection or enhanced protection with a protected lump sum, or have applied to HMRC for an enhancement factor increasing the tax-free lump sum you're entitled to take, you won't be able to take an UFPLS.

An **UFPLS** cannot be paid from a **disqualifying pension credit** as there is no entitlement to a tax-free payment from these credits.

We will only pay an UFPLS if we have received the correctly completed paperwork, together with all necessary current valuations of your SIPP assets, and if there are sufficient cleared funds available in the **client money account**.

UFPLS payments will only be made in sterling and to a personal UK bank account in your name. Payments are made by faster payment or CHAPS on any **business day**.

Buying an annuity

If you wish to purchase an **annuity** or a **short-term annuity**, you must write to us to confirm whether you want to use the whole, or only part, of your Howden SIPP and which **annuity** provider you have selected on the open market. We will then process this request. If you are using only part of your Howden SIPP, you must instruct us which assets to disinvest. If you are currently receiving **drawdown pension** payments you must confirm when you would like us to make the last payment.

Death benefits

Payment of death benefits

On your death, the value of your Howden SIPP may be paid out as a lump sum, or used to provide **flexi-access drawdown pension** or to buy an **annuity** for your spouse, **dependants**, **nominees** or other **beneficiaries**. When you opened your Howden SIPP, we asked you to complete an **expression of wishes** form nominating the **beneficiaries** you would like your benefits to be paid to on your death, and you should keep this up-to-date at all times. We will take your wishes into account when deciding to whom your benefits should be paid, but the form is not binding on us. The payment will be made at our discretion and in line with the **trust deed and rules**, and we will write to your **beneficiaries** giving details of the options available to them.

If you have no **dependants**, your funds can be paid as a tax-free lump sum to one or more registered charities, nominated by you before your death.

If you have asked us to appoint an additional trustee to act with us on your death, payment of the benefits will be made at the joint discretion of ourselves and the additional trustee, and in line with the **trust deed and rules**. If we cannot reach agreement with the additional trustee as to whom the benefits will be paid, we may exercise this discretion alone.

Death before age 75

If you die before your 75th birthday, both lump sums and flexi-access drawdown pension will usually be paid tax-free.

If the death benefits from your SIPP are paid as a lump sum, any amount that exceeds your remaining **lump sum and death benefit allowance (LSDBA)** will be subject to income tax at the beneficiaries' marginal rate(s). Howden won't deduct any income tax before paying out lump sum death benefits.

If death benefits aren't paid out within two years of your death, payments to individuals will be taxable at their marginal tax rate. Any payments to non-individuals (for example, a trust or a company) will be subject to a tax charge of 45%.

Death at or after age 75

If you die after your 75th birthday, death benefits from your **SIPP** will be subject to tax. Any benefits paid to individuals will be taxed at their marginal tax rate. Any payments made to non-individuals (for example, a trust or company) will be taxed at 45%.

Beneficiaries

Beneficiaries cannot receive an **UFPLS** on the death of a **member** from the **member's** pension fund. If a **beneficiary** dies leaving unused **flexi-access drawdown funds**, he/she can pass those funds to a **successor**, either to provide a **flexi-access drawdown pension** through a **successor's flexi-access drawdown fund**, or to be paid as a lump sum death benefit. The tax treatment of a **successor's flexi-access drawdown pension** and lump sum is the same as described above.

LTA Charge

This was a tax charge applied to any pension benefits you **crystallised** that exceeded your **lifetime allowance**. It was abolished from 6 April 2023.

Disinvestment

On your death, if you have a financial adviser, we will take instructions from the adviser, as regards selling any investments in your Howden SIPP to enable benefits to be settled.

If you do not have a financial adviser, we will liaise with your Executors, as regards disinvesting assets in your Howden SIPP to pay benefits.

It may be possible in certain circumstances for benefits to be settled **in specie**, rather than being disinvested.

Fees

Our fees

You will have been provided with a Schedule of Fees for setting up and administering your Howden SIPP. You agree to pay us the fees set out in the Schedule of Fees. All fees are exclusive of VAT, which is payable, in addition to the amounts shown.

We will review our fees no more than once in any 12-month period, and may change them if we have a valid reason for doing so. We will give you not less than 30 days' notice of any increases to our fees, or the method used to collect them.

Our annual administration fee will be automatically deducted from your cash in the **client money account**, or from your current account if you have one, on each **anniversary date** of your Howden SIPP. You may change the **anniversary date** by notifying us in writing.

Other fees will be deducted from your Howden SIPP in line with our Schedule of Fees as soon as they are incurred. All of our fees will be settled from your cash in the **client money account**, or from your **current account** if you have one. If there is insufficient cash to meet the fees, you must either pay in extra cash, or instruct us which assets to sell to meet the shortfall. If you do not do this within 30 days of a request from us, we will realise assets in line with the disinvestment strategy set out in section 9 to recover overdue fees.

We reserve the right to charge interest from 30 days after the date of a request from us, for payment of extra cash or instructions to sell assets, at a rate of 2% above **our chosen banks'** base rate on the balance outstanding. All costs associated with the recovery of the fees will be invoiced to your Howden SIPP.

Your financial adviser's charges

You can choose to pay your financial adviser's charges directly from your Howden SIPP assets. You must agree with your financial adviser how much you will pay him/her, and how the charges will be paid.

We will pay, or authorise the payment of, your financial adviser's charges in accordance with a financial adviser charging authorisation notice, and we will continue to do so until you notify us otherwise in writing by email or by post. You must give us 30 days' written notice of any changes to your financial adviser's charges, or the method of paying them.

If you are paying your financial adviser an ongoing charge, which is based on a percentage of the value of your Howden SIPP and you hold assets in your Howden SIPP that are not valued annually, (for example, property), the charge could be based on a valuation, which is more than a year old.

Any charges you agree with your adviser are additional to the fees you pay to us for administering your Howden SIPP. It is your own responsibility for agreeing the charges with your adviser, and we will not make any assessment as to whether this is reasonable, or otherwise.

All charges due to your financial adviser, your professional advisers, or in respect of your investments, will be met from your cash in the **client money account**. If there is insufficient cash to meet the charges, the same process will apply as described above under 'Our fees'.

Changes to our fees

If we vary our fees by materially more than the rate of inflation and you are not agreeable to the changes, you may terminate your Howden SIPP by giving us notice before the changes come into effect. We will then assist you in transferring to an alternative **registered pension scheme**.

In reviewing or amending our fees, we will have regard to changes in the level of administration expenses we incur, including but not limited to, **FSCS** levies or any other levy or tax which may be imposed on us from time to time. We reserve the right to increase our fees to cover this, and any increase would be shared among all scheme members at the time the levy or tax was imposed.

Administration

Instructions to us

If you have appointed a financial adviser, instructions will normally be submitted to us by your financial adviser, and we will accept all instructions as binding and received in good faith. If instructions are submitted to us by your financial adviser, we will not be responsible for any investment loss or expenses incurred by your Howden SIPP, which are caused by a delay on the part of the adviser.

If you do not have a financial adviser, or if you want to instruct us directly, all instructions to us must be by email from you, or in writing and signed by you. We reserve the right to accept telephone instructions, but we may require you, (or your financial adviser if you have one), to confirm your instructions by email or in writing before we act on those instructions.

If any instructions are unclear, we will request clarification from you, or your financial adviser, before proceeding. We will not be responsible for any losses caused by the result of delays arising, as a result of seeking such clarification.

Communications from us

Any instruction, notice or communication that we give to you under these terms and conditions will be in writing and sent by email, secure online facility, or post to your last known address, (or by such other methods as we may decide from time to time). Email and online will be used in priority to post, unless you instruct us otherwise. If a communication is sent by email before 5pm on a **business day**, it will be deemed to be served on that day. Otherwise, a communication sent by email will be deemed to be served on the next **business day** after it is sent. If a communication is posted, it will be deemed to be served after two **business days** of posting. We will communicate with your financial adviser, unless you tell us to communicate directly with you.

Any verbal information we give to you or your financial adviser cannot be relied upon, and will be confirmed by us in writing either by email, online or post. Any communication which we provide to you is provided solely for your own use, and is not intended to be relied upon by any third parties.

Disclosure of personal information

We will ask you to confirm who we may release your personal information to. Please note that where you provide us with authority to provide information to other parties, it is your responsibility to update us when you no longer wish us to liaise with such parties.

Annual benefit statement and pension illustrations

We will send you an annual statement of the investments in your Howden SIPP, together with a **statutory money purchase illustration** of any funds that are not yet being used to provide you with benefits, on the **anniversary date** of its establishment. We will use the most recent valuation we hold, but due to issues of timing and cost, this may not be a current valuation.

If you are taking **drawdown pension**, we will also provide you with an annual statutory **drawdown pension** illustration for that part of your Howden SIPP that is used to provide the **drawdown pension**.

Membership changes and reporting requirements

You must notify us immediately of any changes concerning your Howden SIPP membership, including payment of contributions which do not attract **tax relief**, a change to your personal details, (in particular, your address or other contact details), or if you cease to be a UK resident.

You must comply with relevant **legislation and regulation** which requires you to notify us if you do any of the following under another **registered pension scheme**:

- you take more than the **maximum income limit** from a **capped drawdown fund**; and/or
- you take **drawdown pension** from a **flexi-access drawdown fund**; and/or
- you take an **UFPLS**.

You must notify us of the relevant event within 91 days of the date that you take **flexible benefits**, or within 91 days of the date that you receive a statement from the scheme administrator of the other **registered pension scheme** confirming that the event has happened.

You must also notify all other **registered pension scheme**s of which you are a member if you take **flexible benefits** from your Howden SIPP. The same timescales apply.

Banking and custody arrangements

Our client accounts

We have **client accounts** in our name with **our chosen banks**, which are used collectively for all **scheme members**. There are different **client accounts** for different types of payment, such as making contributions and transfer payments in, buying and selling investments, making **drawdown pension** payments to **members**, collecting rental income and making payments to **HMRC**.

We keep records and perform daily reconciliations which enable us to identify your funds in the **client accounts** at any time.

Your cash is held in the **client money account** as client money, in accordance with **FCA** requirements, and we treat our **members** as 'retail clients' for the purposes of these requirements. The **client accounts** cannot go overdrawn.

Interest is currently payable tax-free on **members'** cash held in the **client money account. Our chosen bank** also pays interest to us on the total cash deposits held in the **client accounts**, depending upon the base rate in force from time to time. The current interest rates paid in cash held in our client money account can be found in our Banking Arrangements document and is available on our website (www.howdengroup.com/uk-en/) and from us on request.

We reserve the right to change our banking arrangements at any time. If we do so, we will provide the relevant details on our website.

Other accounts

You may choose to hold cash in a separate **current** or **deposit account** or **accounts** in addition to the **client money account** and a **current account**. It is your responsibility, with your financial adviser, if you have one, to determine the level of funds which you should hold in cash.

Some banks pay us interest for certain deposit types. Some banks may pay us commission for certain deposit types, but we will not take commission where it is possible to switch it off. Full details are given on our website (www.howdengroup.com/uk-en/), and are available from us on request.

Custody of investments

Investments will be held in the joint names of you and the **trustee**, or such other custodian or nominee company that we may choose from time to time, and will usually also be designated in the name of your Howden SIPP.

Any cash held by your Howden SIPP with an investment manager, or discretionary fund manager, is subject to their own terms and conditions.

Professional advisers

In addition to a financial adviser, you may appoint an investment adviser, a discretionary fund manager, custodian or nominee, and in some circumstances, a solicitor, surveyor or other professional adviser to act in respect of your Howden SIPP. We do not accept any liability for your choice or range of professional advisers.

Unless prevented by **legislation and regulation**, and subject to any necessary advice being taken from the **investment committee**, the **trustee** will enter into an agreement with your appointed professional advisers to enable them to be appointed. We will consider whether their fees and expenses can be met from your Howden SIPP funds, but it is your responsibility to ensure you do not enter into agreements where the appropriate fees and charges cannot be met by you.

It is your financial adviser's or your own responsibility to monitor investments held with an investment manager. It is your responsibility to notify us immediately if you identify any errors.

We will assume you continue to appoint your advisers until you confirm to us in writing that this is no longer the case.

HOWDEN

Liability

Neither we nor the **trustee** shall be liable to you for any claims, costs, expenses, losses, liability, default or delay arising to your Howden SIPP and its underlying investments, unless this is caused by our wilful neglect, wilful default or fraud. For the avoidance of doubt, neither we nor the **trustee** shall be liable for losses arising from any of the following:

- you or your adviser(s) providing us with insufficient or inaccurate data or information, or delays on the part of you or your adviser(s);
- any acts or omissions by any discretionary fund manager, nominee or custodian company, or of **our chosen banks**;
- a failure to perform, or delay in performing, our obligations under these terms and conditions if the failure or delay results from war, riot, terrorism, fire, flood or other natural disaster, strikes or industrial action, cyber-attack on our computer systems, failure of our computer equipment or systems, or any other cause beyond our reasonable control;
- any **unauthorised payment** made, or tax charge incurred, in respect of your Howden SIPP;
- any loss on the investments in your Howden SIPP and/or any resulting consequential loss to you (for example the loss of the opportunity to invest in another investment);
- the acts or omissions of any third party you may use to assist you in making investments; or
- any act or failure to act by you, which is prohibited by **legislation and regulation**, and which requires us to take corrective action.

We may recover, from the funds in your Howden SIPP, any fees and charges and any claims, costs, expenses or losses that may be made, or arise in respect of:

- your investment decisions or any loss on the investments in your Howden SIPP;
- any tax charge, whether as a result of an **unauthorised payment** or otherwise;
- us having to take, or defend, legal proceedings relating to your Howden SIPP; and
- us having to take corrective action following an act or failure to act by you, which is prohibited by **legislation and regulation**.

Sufficient cash must be available in the **client money account** to meet the charges, costs, claims or expenses applicable to your SIPP. If there is insufficient cash, and you do not provide more cash or instruct us which assets to sell within 30 days of a request from us, we will take steps to recover the charges, or any costs, claims or expenses incurred by us from your Howden SIPP, in line with the disinvestment order set out in section 9.

If any such amounts are not recoverable from the funds in your Howden SIPP, we will take all steps that we consider reasonable, to recover the shortfall from you personally. You agree to indemnify us and the **trustee** in respect of such amounts.

For the avoidance of doubt, we do not exclude our liability where we are prohibited from doing so by **legislation and regulation**, including liability for death or personal injury caused by our negligence.

Termination of your Howden SIPP

Your Howden SIPP will terminate immediately on the occurrence of any of the following events:

a) payment of a transfer value in respect of all of your Howden SIPP to another **registered pension scheme** or to a **QROPS**;

b) purchase of an **annuity** in respect of all of your Howden SIPP;

c) payment of an **UFPLS** in respect of all of your Howden SIPP;

d) settlement of all benefits on death;

e) the cancellation of your Howden SIPP within the first 30 day cancellation period;

f) if there are no funds held in your Howden SIPP for a period of at least 30 days, we will have the right to close your Howden SIPP; or

g) on the winding-up of the **scheme** in accordance with the **trust deed and rules**.

All outstanding fees must be settled before your Howden SIPP can be wound up.

On giving you 30 days' written notice, we also have the right to stop providing services to you, and to take action to close your Howden SIPP where you breach any of the provisions specified in these terms and conditions. Fees incurred in taking this action will be payable by you.

Closure of the scheme

On giving you 30 days' written notice, (or otherwise as soon as we reasonably can), we may inform you that no new members will be admitted to the **scheme** and/or contributions by existing **scheme members** will no longer be accepted.

Any such decision may be made for valid reasons including, but not limited to, any of the following:

- we stop being authorised by the **FCA**;
- the **scheme** ceases to be a **registered pension scheme**;
- we or the **trustee** determine(s) that it is necessary for the protection of the **members**; or
- our business is sold or wound up.

If the **scheme** closes, we will notify you of your rights and options. Where it is necessary to transfer your Howden SIPP to an alternative **registered pension scheme**, your consent will not be required, although you will be given an option to make a transfer to a **registered pension scheme** of your own choosing, within a specified timeframe.

Data protection

Controlling and processing of your personal information

We take the privacy and security of your data very seriously. BW SIPP LLP are registered as the data controllers with the UK data protection regulator. BW SIPP LLP is part of the Howden Group.

This section sets out the basis on which we will process any personal data we collect from you, or you provide to us and how it will be treated by us in order to provide our contractual services to you.

Information about you

We may collect and process the following information about you by you completing forms either online or paper versions, corresponding via email, letter, telephone, secure message or otherwise. This can be in relation to the opening and ongoing management of your account including but not limited to, purchases and sales, obtaining valuations, illustrations, literature, forms, change of details. It can also include subscribing to newsletters, surveys and alerts.

In the course of running the Scheme, we may require information from you in relation to your marital status (which may include the gender of your spouse or civil partner) and / or information about your (or your partner's) health. Such information will be used to determine the benefits payable to you and your **beneficiaries**.

In addition, we may hold any or all of the following items of personal information about you:

- Personal details including your name, National Insurance number, gender, age, date of birth, postal and/or email address and telephone number.
- Descriptions relating to your physical and mental health (to the extent that they are relevant to the calculation and payment of your benefits).
- Salary and data relating to investments and pension assets held outside of the Scheme (to the extent they are relevant for the calculation and payment of your benefits, or to the taxation of your benefits).
- Employment history, including employment dates and historic pay records.
- Bank account details for payment of benefit instalments, **HMRC** tax code.
- What we may collect about you via our websites; we will collect technical internet related data and is likely to include things such as your IP address and your geographic location.
- Information from other sources; other sources may provide information about you including, credit reference agencies, professionals who work on your behalf including your financial adviser, other financial services providers where you have investments and pensions outside of Howden SIPP.

Your **data** will be shared with those parties that you instruct directly and which require us to provide them with information relating to you or your **SIPP**. Those parties will include your adviser or other parties that hold your underlying investments or assets, including brokers and investment managers. Acceptance of these terms acts as your consent for us to share such information with these parties, you may remove your consent at any time but doing so may impact our or those parties' ability to administer your **SIPP** or underlying investments such as it may not be possible to continue. Where information is shared with these parties, they will be data controllers in relation to your personal data and will offer you the relevant duties of care under the Data Protection legislation; however, BW SIPP LLP will not be responsible for any act, error or omission of any of these parties in relation to your data.

Your **data** may also be shared with sub-processors for particular outsourced activities such as bulk printing jobs, confirmation of address/existence, offsite backup and archive. A comprehensive list of parties with whom data may be shared is available on request in writing to the Data Protection Officer.

In addition, it is in your and our legitimate interests to use your personal information to:

- Keep up to date and accurate records about you so that the correct benefits can be paid
- Comply with the law, including regulations and guidance issued by bodies to which we are accountable including the Financial Conduct Authority, Pensions Regulator and HMRC

Where you yourself are based outside of the EEA we will take this as consent for us to share your personal data in that jurisdiction in order to continue to service your pension.

Using the information

We may use the collected information about you in a variety of ways which can include; providing you with the services that you have entered into a contract with us to receive; providing you with information about those services and informing you of changes to the services, to obtain feedback on our services, website and content; to allow us to deliver appropriate and meaningful content to you; to combat financial crime including fraud and money laundering.

Disclosing your information

We do not and will not sell your data or enter into a transaction with a 3rd party to trade or rent your data. The data we hold about you will be held within the Howden Group of companies, BW SIPP LLP may share it with selected 3rd parties in order to provide the contracted services to you which will include the trustees of the scheme. These selected parties include our suppliers, partners and subcontractors who include; regulatory and legal bodies to allow us to fulfil our legal and regulatory obligations; fraud prevention agencies to allow us to detect and prevent financial crime; software and data providers that allow us to provide the services to you and in the most efficient way and secure way, other financial services institutions to allow us to operate the service, including keeping your investments and payments secure; any professional acting on your behalf.

Keeping your data safe

We keep your data safe and secure using servers within the United Kingdom. Your data will be held as long as necessary to comply with our regulatory and legal requirements, which if it relates to occupational pensions it will be retained indefinitely, otherwise it will be retained for no longer than 15 years from when you cease to be a client of ours. Some of our third party partners and suppliers may store and process your data within the European Economic Area and by entering into a contract with us to provide our services you consent to such transfers to store and process the data provided by you. All your data will be kept secure and treated in line with this section using all necessary and reasonable steps.

Your rights regarding your data

The purpose of this Privacy Notice is to fulfil your right to be informed about the use of your personal data. In addition:

- You have the right to access your personal data. If you wish to request copies of your personal data please contact us, using the address in the section headed "Contact details".
- You have the right to have your personal data rectified if it is inaccurate or incomplete.
- You have the right to have your personal data deleted or removed if there is no reason for its continued storage and processing.
- You have the right to object to your personal data being processed and to restrict the processing of your personal data in certain circumstances. While processing is restricted, the data controllers are permitted to store the personal data to ensure the restriction is respected in future. You will be informed if a restriction on processing is lifted.
- You have the right to lodge a complaint about the data controller with the ICO.

Please note that if you choose to exercise your rights to withhold data, restrict processing or insist on its deletion, then we may not be able to perform our contractual duties in relation to the service being provided to you.

All information held by us shall be retained and processed in accordance with the provisions of the Data Protection Act (DPA), and its successor, the General Data Protection Regulation (GDPR), with effect from 25 May 2018. Further details about GDPR and your rights under GDPR can be found on the ICO's website at https://ico.org.uk/.

Effect of closure of your Howden SIPP

If your Howden SIPP is closed, the obligations set out above will remain in full force and effect. We may be required by **legislation and regulation** to maintain data relating to you, on closure of your Howden SIPP for auditing or compliance purposes, and we will continue to be bound by the data protection legislation and this section.

Changes

We will give you at least 30 days' written notice of any changes to this section.

Contact us

If you have any queries regarding your data, or this section, please see the section headed "Contact details" for our contact details.

Changes to the terms and conditions

From time to time it may be necessary for us to make amendments to these terms and conditions, for valid reasons including, but not limited to, a change in **legislation and regulation**, amendments to the **trust deed and rules**, the provision of new systems or services, to take account (in a proportionate manner) of changes in technology, to correct mistakes which do not materially alter the services we provide to you, to make these conditions easier to understand and fairer, or to take account of changes to levies imposed by the **FCA** or the **FSCS**.

We will give you not less than 30 days' written notice of any changes.

General terms

The **trust deed and rules** are written under English law. These terms and conditions are therefore governed by English law, and are subject to the exclusive jurisdiction of the English courts.

Only we, the **trustee**, you, or your personal legal representative can enforce these terms and conditions. The rights of any other person under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these terms and conditions are excluded.

Failure by us, the **trustee** or you to exercise or enforce any rights available under these terms and conditions shall not amount to a waiver of those rights.

Each provision of these terms and conditions constitutes a separate and independent provision. If any provision of these terms and conditions is judged by any court or empowered authority to be void or unenforceable, the remaining provisions shall continue in full force and effect.

Any taxation information contained in these terms and conditions is based on our interpretation of current legislation and **HMRC** practice, which may change in future.

All communications to and from us will be in English.

Financial Services Compensation Scheme (FSCS)

If we are unable to meet our financial obligations to you, the Financial Services Compensation Scheme (FSCS) may provide compensation.

Your cash held in a client money account or current account may also be covered by the FSCS in the event of a failure of any of our chosen banks.

The level of compensation is determined by the FSCS and applies to funds safeguarded within each financial institution under its FCA authorisation, whether held within your Howden SIPP or personally.

Backed by the government, the FSCS protects client money in the unlikely event of a default. The actual amount of protection depends on the total balance held with each institution and the FSCS limits in place at the time. FSCS protection is applied per banking license, meaning that if multiple brands operate under a single authorised institution, the compensation limit applies to the combined total held across all those brands.

Compensation levels may change over time, and each claim's eligibility will be assessed on a case-by-case basis.

For further details, visit www.fscs.org.uk/"FSCS

The level of compensation may be subject to change from time to time, and you should note that the eligibility of each claim will be assessed on a case by case basis.

The underlying investments in your Howden SIPP may also be protected by the **FSCS** in the event of the insolvency of the investment provider. The compensation available to you will depend on the type of investments and the relevant **FSCS** rules. Visit www.fscs.org.uk for more information.

Complaints

If you want to make a complaint about us or our services provided under these terms and conditions, please make this in writing by email or by post to us in the first instance, by using the contact details below.

We will provide you with a copy of our complaints handling procedure, on request. If you are not satisfied with our decision or the way we have handled your complaint, and your complaint concerns the administration of your Howden SIPP, you may refer this to the **Pensions Ombudsman**.

All other complaints can be referred to the **Financial Ombudsman Service**.

We are obliged to inform you that the European Commission has established an Online Dispute Resolution Platform ("ODR Platform") relating to goods and services bought online, to allow EU consumers to submit disputes online. Further details can be found via the following link: ec.europa.eu/consumers/odr

Contact details

Our contact details are:

sipp@howden-group.co.uk

0344 443 0100

www.howdengroup.com/uk-en/sipp

BW SIPP LLP
PO Box 1209
Cheltenham
Gloucestershire
GL50 9WE

If you would like to discuss anything relating to the Howden Self Invested Personal Pension please contact us as follows:

0344 443 0100

sipp@howden-group.co.uk

www.howdengroup.com/uk-en/sipp

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